

# PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is made as of January 13, 2026, by and between the **City of Commerce**, a municipal corporation ("City") and Geo-Advantec, Inc. (GAI) ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

## RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor for Geotechnical Monitoring and Materials Testing and Inspection Services for Slauson Avenue Corridor from I-5 to I-710 and ATP Cycle 6 Improvements at Various Locations Project as set forth in the Scope of Services attached hereto as **Exhibit A**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

**1. Company's Scope of Services.** The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

**2. Term of Agreement.** This Agreement shall commence on January 13, 2026 (the "Commencement Date") and shall remain and continue in effect until tasks described in **Exhibit A** are completed, but in no event later than December 31, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

**3. Compensation.**

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Consultant shall submit proper monthly invoices in the form and manner specified by City. Each invoice shall include a monthly breakdown of all monthly services performed together with the hours spent on each service. Consultant shall maintain appropriate and necessary documentation supporting the monthly invoices detailing the type of service provided. It shall be available for review by the City at all reasonable times upon request.

B. Total payment to Consultant pursuant to this Agreement shall not exceed \$149,155.00.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses. Consultant shall only

be reimbursed for those expenses which: (I) appear on Consultant's monthly invoices; (II) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (III) receipts documenting such expenses.

**4. General Terms and Conditions.** The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties intend the provisions of the other exhibit(s) to control.

**5. Addresses.**

**City of Commerce**

City of Commerce  
2535 Commerce Way  
Commerce, CA 90040  
Attn: Ernie Hernandez, City Manager

**Geo-Advantec, Inc. (GAI)**

Geo-Advantec, Inc. (GAI)  
457 W Allen Ave #113  
San Dimas, CA 91773  
Attn: Lisa Anderson, MBA, Vice President

**6. Exhibits.** All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

**Exhibit A – Scope of Services and Compensation Schedule**  
**Exhibit B – General Terms and Conditions**

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

**CITY**

**CITY OF COMMERCE**

By:

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Kevin Lainez, Mayor

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Date

**CONSULTANT**

**Geo-Advantec, Inc. (GAI)**

By:

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Shawn Arianna, Ph.D., PE, GE,  
President

1/6/2026

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Date

**ATTEST:**

By:

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Pat Jacquez-Nares, Interim City Clerk

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Date

**APPROVED AS TO FORM:**

By:

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Noel Tapia, City Attorney

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Date

**EXHIBIT A**

**SCOPE OF WORK**



# **Geo-Advantec**

Geotechnical Engineering  
Earthquake Engineering  
Engineering Geology

## **PROPOSAL FOR GEOTECHNICAL MONITORING & MATERIALS TESTING AND INSPECTION SERVICES**

**PROJECT:  
SLAUSON AVENUE CORRIDOR FROM I-5 TO I-  
710 AND ATP CYCLE 6 IMPROVEMENTS AT  
VARIOUS LOCATIONS**

**FOR:**



City of Commerce  
2535 Commerce Way  
Commerce, California 90040

Proposal No. 26-1003  
January 6, 2026

Prepared By: Geo-Advantec  
457 W Allen Ave #113  
San Dimas, CA 91773



Mr. Shahid Abbas  
Public Works Director  
City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

January 6, 2026  
Proposal No. 26-1003

**Subject:** Proposal for Geotechnical Monitoring and Materials Testing  
and Inspection Services for Slauson Avenue Corridor from I-5 to I-710  
and ATP Cycle 6 Improvements at Various Locations  
Commerce, California

Dear Mr. Abbas:

Geo-Advantec, Inc. (GAI) appreciates the opportunity of submitting this proposal to provide the City of Commerce (City) with all the required geotechnical and materials special inspection services for the construction of the subject project. GAI ensures that our services will meet the requirements of applicable codes, regulations, ordinances, guidelines, and project documents.

Included in this submittal is our understanding of the project, a breakdown of the estimated budget for the inspection and testing services, our hourly rates, the company's master schedule of rates and terms and conditions for this project.

We look forward to the opportunity to work with the City on this and future projects. Should you have any questions, please do not hesitate to contact the undersigned at (909) 305-0400 or [LAnderson@GeoAdvantec.com](mailto:LAnderson@GeoAdvantec.com).

**Respectfully Submitted,**  
**GEO-ADVANTEC, INC.**

Lisa Anderson, MBA  
Vice President  
Marketing & Business Development

## 1. PROJECT UNDERSTANDING

At the time of preparation of this proposal, the following documents have been provided for our review and use:

- A set of plans, sheets 1 to 75, prepared by KOA, dated 10/23/2025.
- A geotechnical/pavement report prepared by GeoAdvantec, Inc., dated 9/9/2024.

. Based on the review performed on the provided documents, it is our understanding that the project involves improvements for pavement, medians, landscaping, and traffic signals for Slauson Avenue in the City of Commerce. The project will include full-depth removal and replacement of existing concrete pavement, full-depth replacement of asphalt and base, grid and overlay, and sidewalk, curb, and gutter reconstruction. Our scope will include the following:

- Provide field monitoring, testing, and inspection for the street improvement works.
- Perform laboratory tests on subgrade, base, concrete, and asphalt materials.
- Prepare and submit daily inspection reports.

During construction, GAI will provide geotechnical and materials inspection and testing, and will perform continuous and periodic inspections. Our on-site presence will be based on the direction we receive from the project authorities.

At this time, no construction schedule was available for our use in preparation of our estimate, and our proposed fee is being prepared using a rough quantity take-off using the provided drawing, which might be subject to change. A more accurate cost estimate could be provided upon the availability of the construction schedule. However, our service is based on time and material and will be provided on an on-call basis.

In addition, the accuracy of the provided estimate can be affected by:

- Contractor and sub-contractor's efficiency and sequencing of events/work tasks.
- Amount of services required by the jurisdictional agency.
- Amount of calls we receive from the Client or their representative to provide our services.
- Weather conditions and other unforeseen delays.

## 2. ESTIMATED BUDGET AND BREAKDOWN

Table 1 below provides a cost breakdown and our estimate for the outlined scope. The plans were used to estimate the times and testing required. The unit rates are included in the table. The hourly rates for inspectors and technicians are based on prevailing wage rates. Please refer to Attachment A for Terms and Conditions and Attachment B for the Master Schedule of Rates. The rates, provided fee, and estimate included in the proposal take precedence over the master fee, should there be any inconsistency between the proposal and the master fee. GAI's estimate is based on the documents we received and our experience with similar projects. The real construction schedule may differ from what we have assumed. The provided fee and estimate are for budgetary purposes and might be subject to change. The total estimated cost of our services is **\$149,155**.

**Table 1. Cost Breakdown for the Slauson Avenue Corridor**

Description	Quantity	Unit	Unit Rate (\$)	Total Amount (\$)
<b>GEOTECHNICAL MONITORING</b>				
Soil Technician / Field Engineer	456	Hours	150.00	68,400.00
Nuclear Gauge	57	Days	80.00	4,560.00
Sample Pick up	25	Each	175.00	4,375.00
Administration	16	Hours	65.00	1,040.00
<b>SUBTOTAL</b>				<b>78,375.00</b>
<b>MATERIALS SPECIAL INSPECTION</b>				
Inspector/Asphalt, Batch Plant Inspection	40	Hours	150.00	6,000.00
Inspector/Concrete	272	Hours	150.00	40,800.00
Senior Engineer/Plans, Reports, Test Results Review, Submittal Reviews	18	Hours	200.00	3,600.00
<b>TOTAL ESTIMATED FEES FOR GEOTECHNICAL MONITORING AND TESTING</b>				<b>50,400.00</b>
<b>SUBGRADE AND BASE</b>				
Maximum Density	6	Each	192.50	1,155.00
<b>TOTAL ESTIMATED FEES FOR SUBGRADE AND BASE TESTING</b>				<b>1,155.00</b>
<b>MATERIALS TESTING</b>				
Extraction, % Asphalt, including Gradation	12	Each	490.00	5,880.00
Compacted Maximum Density – MARSHALL	12	Each	260.00	3,120.00
Concrete Cylinders, Compression	170	Each	42.50	7,225.00
QA/QC Laboratory Manager Review	25	Hours	120.00	3,000.00
<b>TOTAL ESTIMATED FEES FOR MATERIALS TESTING</b>				<b>19,225.00</b>
<b>TOTAL ESTIMATED FEES FOR MATERIALS INSPECTION AND TESTING</b>				<b>\$149,155.00</b>



I have read the attached Attachments A and B of this proposal and approve the proposal and agree with all its contents, including the attached Terms & Conditions.

I hereby authorize Geo-Advantec to proceed with all the works associated with this project.

**City of Commerce**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

# **ATTACHMENT A**

## **Terms and Conditions**

## **GEO-ADVANTEC, INC. – GENERAL TERMS & CONDITIONS**

These General Terms & Conditions (“Terms”) are incorporated into and made part of the Proposal/Agreement between Geo-Advantec, Inc. (“GAI” or “Consultant”) and the Client. If there is a conflict between the Proposal and these Terms, these Terms govern unless the Proposal expressly states otherwise in writing.

### **1. Proposal Validity; Authorization to Proceed**

1.1. Validity. Fees, rates, and assumptions stated in the Proposal are valid only if the Client authorizes GAI to proceed and the project commences within six (6) months of the Proposal date. After that, GAI may revise the scope, schedule, and fees.

1.2. Authorization. Client may authorize GAI to proceed by signing the Proposal, issuing a written notice to proceed, or directing GAI to begin work (including by email).

1.3. Scope. GAI will perform only the services specifically described in the Proposal. Any services outside the scope are Additional Services and will be performed only upon Client's written authorization and billed per the Proposal rates (or GAI's then-current rates if not specified).

### **2. Client Responsibilities; Information; Site Access**

2.1. Information. Client shall provide timely, accurate, and complete project information, including available plans, reports, schedules, geotechnical data, known site constraints, and changes. GAI may rely on information furnished by Client and others without independent verification.

2.2. Access & Utilities. Client shall provide safe access to the site and identify/arrange identification of known and suspected utilities by providing available as-builts and utility locating maps.

2.3. Changes/Unknowns. If site conditions, project plans, regulations, scope, or schedule change, or if unknown/hidden conditions are encountered, GAI may adjust its recommendations and/or perform Additional Services at additional cost.

### **3. Standard of Care (No Warranties)**

GAI will perform services consistent with the professional standard of care ordinarily exercised by similar professionals practicing under similar circumstances at the time the services are performed. No other warranty or guarantee, express or implied, is made or intended.

### **4. Jobsite Safety: Means and Methods**

GAI safety. GAI is responsible only for the safety of its own employees. GAI may suspend work if site conditions are unsafe or if access is denied, and such suspension shall be treated as a compensable delay and/or Additional Service.

### **5. Fees, Invoices, and Payment**

5.1. Invoicing. GAI will invoice on a monthly basis.

5.2. Due date. Invoices are due net thirty (30) days from the invoice date and are not contingent upon Client's receipt of payment from any owner, developer, lender, contractor, or other party.

5.3. Disputed amounts. Client must notify GAI in writing of any good-faith billing dispute within ten (15) days of invoice date, identifying the specific disputed item(s) and basis. Undisputed amounts remain due as stated.

- 5.4. Late charges. Past-due amounts accrue interest at 1.5% per month (or the maximum allowed by law, if less) from the due date until paid, plus reasonable collection costs.
- 5.5. Suspension for nonpayment. If any invoice is delinquent, GAI may suspend services upon written notice. Suspension shall not be grounds for claims against GAI for delay, damages, or impacts.
- 5.6. Acceleration. Upon suspension or termination for nonpayment, all amounts accrued become immediately due.
- 5.7. Lien rights. Nothing in this Agreement waives or limits GAI's statutory lien rights (including, as applicable, design professional/mechanics' lien rights).

## **6. Laboratory Testing; Sample Handling**

- 6.1. Disposition. Unless Client provides written instructions before testing, samples will be discarded 45 days after the field work is complete and samples are collected in accordance with GAI's standard practices.
- 6.2. Storage/retrieval. If Client requests storage, extended retention, or retrieval after testing, Client shall pay any applicable handling/storage costs and shipping, and acknowledges samples may degrade over time.
- 6.3. Chain of custody. If special chain-of-custody or preservation requirements apply, Client must notify GAI in writing prior to sampling/testing; such requirements are Additional Services unless included in the Proposal.

## **7. Data, Instruments of Service, and Deliverables (Ownership/License/Use)**

- 7.1. Ownership until paid. All field notes, data, calculations, specifications, designs, drawings, reports, and other work product ("Instruments of Service") remain GAI's property until all invoices are paid in full.
- 7.2. No third-party reliance. No third party may rely on GAI's services or deliverables without a written reliance letter executed by GAI (may include additional fees and limitations). Client shall indemnify GAI for unauthorized third-party reliance as set forth below.
- 7.3. Drafts. Draft or preliminary documents are for review and are not for construction or reliance.

## **8. Indemnity**

To the fullest extent permitted by law, Client shall indemnify, defend, and hold harmless GAI and its officers, directors, employees, and agents from and against claims, damages, liabilities, penalties, fines, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) Client's or Client's contractors'/subcontractors'/consultants' negligence or willful misconduct;
- (b) jobsite means, methods, sequences, safety practices, or site operations not related to GAI's performance;
- (c) hazardous materials not brought to the site by GAI (including discovery, handling, exposure, release, or remediation); and/or
- (d) any use of or reliance upon GAI's services/deliverables by any party other than Client without GAI's written authorization.

This indemnity does not apply to the extent a claim is finally determined to have been caused by GAI's negligence or willful misconduct.

## **9. Limitation of Liability**

To the fullest extent permitted by law, GAI's total aggregate liability for any and all claims arising out of or related to the Agreement (whether in contract, tort, negligence, strict liability, or

otherwise) shall be limited to the greater of (i) the total fees paid to GAI for the specific services giving rise to the claim, or (ii) \$25,000. This limitation does not apply to liability arising from GAI's willful misconduct where such limitation is prohibited by law.

## **10. Waiver of Consequential Damages**

To the fullest extent permitted by law, neither party shall be liable to the other for consequential, incidental, special, exemplary, or punitive damages, including loss of profit, loss of use, loss of financing, loss of business, delay damages, or loss of goodwill, arising out of or related to the Agreement, regardless of foreseeability.

## **11. Termination**

11.1. Client termination. Client may terminate upon written notice. Client shall pay GAI for all services performed and costs incurred through the effective termination date, plus reasonable demobilization/closeout costs.

11.2. GAI termination/suspension. GAI may terminate or suspend services for nonpayment, unsafe conditions, denial of access, or Client material breach.

11.3. Payment due. Upon termination, all accrued amounts become immediately due.

## **12. Assignment; No Third-Party Beneficiaries**

Neither party may assign the Agreement or any claims arising from it without the other party's prior written consent, except that either party may assign to a successor in interest in connection with a merger or sale of substantially all assets. The Agreement is for the sole benefit of the parties and creates no third-party beneficiaries.

## **13. Entire Agreement; Amendments; Severability; Waiver**

This Agreement (Proposal + these Terms) is the entire agreement and supersedes prior discussions and understandings. Amendments must be in writing and signed by both parties. If any provision is unenforceable, the remainder remains in effect. Failure to enforce any provision is not a waiver.

## **14. Independent Consultant / Contractor**

GAI is an independent Consultant/contractor. Nothing creates an employer-employee relationship, joint venture, or partnership.

## **15. Attorneys' Fees**

In any action or proceeding arising out of or related to this Agreement, each party shall pay its own attorneys' fees and costs.

## **16. Governing Law; Venue**

This Agreement is governed by California law. Venue for any dispute shall be in the state or federal courts located in the county where GAI's principal office is located, unless the parties agree otherwise in writing.

## **17. Cooperation**

The parties will cooperate in good faith to enable the timely performance of their respective obligations and to maintain effective working relationships among the project team.

## **18. Minimum Charges for Construction Phase Inspections**

- 18.1. All technicians and inspectors are subject to a minimum of four (4) hours.
- 18.2. Services exceeding four (4) hours shall be billed at a minimum of eight (8) hours.
- 18.3. If an inspector or technician is scheduled, arrives at the project site, and no work is performed, a two-hour "show-up charge" will apply and be referred to as a show-up charge.
- 18.4. A sample pickup (truck + driver, within a 50-mile radius from GAI's office) round trip is \$175.

## **19. Travel and Mileage**

- 19.1. No travel time or mileage costs will be reimbursed for engineering staff and materials/special inspection personnel. In accordance with the latest California Department of Industrial Relations (DIR) Public Works Manual, October 2023, soils technicians performing construction inspection and testing with a nuclear gauge device will be charged travel time at the contractual rate. Travel will be calculated from GAI's nearest office, and charges will apply for round-trip drive time (portal-to-portal). Reference: DIR Public Works Manual (October 2023, PDF) - <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>
- 19.2. For regular/non-prevailing jobs, a round-trip mileage cost equal to \$0.75 per mile, calculated from GAI's office to the project site, will be charged.
- 19.3. The travel time and mileage fee may be subject to change per the negotiation with the client and written approval.

## **20. Scheduling and Cancellations**

A 24-hour notice is required when scheduling an inspection or technician. For same-day scheduling and for after 3:00 pm on the preceding day, the inspector/technician will be deployed to the site if a technician is available.

## **21. Prevailing Wage**

Rates will increase proportionally every July 1 in accordance with the wage listed by the Department of Industrial Relations, which is tied to Operating Engineers Local 12 documented annual increases plus corresponding changes in general administration and overhead expenses. These adjustments shall become the agreed-upon basis for charges by GAI to Client.

## **ATTACHMENT B**

### **Master Schedule of Rates**

## ENGINEERING SERVICES

### ENGINEERING AND PROFESSIONAL SERVICES

Principal Geotechnical Engineer/Principal Engineering Geologist	\$ 250.00	Per Hour
Senior Hydrogeologist	\$ 250.00	Per Hour
Senior Geotechnical Engineer/ Senior Engineering Geologist/Senior Registered Engineer	\$ 200.00	Per Hour
Project Manager	\$ 150.00	Per Hour
Senior Field Engineer	\$ 165.00	Per Hour
Staff Engineer/Staff Geologist/Field Engineer	\$ 145.00	Per Hour
Laboratory Manager	\$ 120.00	Per Hour
Administration	\$ 65.00	Per Hour
GIS Technician	\$ 135.00	Per Hour
Drafter/CAD Technician	\$ 90.00	Per Hour
Principal Geologist Forensic/Field and Office	\$ 320.00	Per Hour
Principal Geotechnical Engineer Forensic (Field and Office)	\$ 375.00	Per Hour
Senior Engineer Forensic (Field and Office)	\$ 275.00	Per Hour
Field Engineer Forensic	\$ 215.00	Per Hour
Principal Geotechnical Engineer and Geologist Expert Witness and Litigation Tasks	\$ 375.00	Per Hour
Senior Geotechnical Engineer/Senior Registered Engineer Expert Witness and Litigation Tasks	\$ 320.00	Per Hour

### GEOTECHNICAL INVESTIGATIVE/PRE-CONSTRUCTION PHASE

#### FIELD DRILLING AND TESTING

*Field Testing/Sampling Helper (Technician - Prevailing Wage)	\$ 135.00	Per Hour
*Surcharge of \$10 per/hr. for projects under PLA/CWA agreements		
Drilling – Hollow Stem Auger (6-8" diameter) (subject to adjustment)	\$ 6500.00	Per Day
Drilling – Mud Rotary Wash Drilling (subject to adjustment)	\$ 6750.00	Per Day
Drilling – Cone Penetration Test (subject to adjustment)	\$ 6250.00	Per Day
Coring- Pavement (Crew + Equipment, including rapid set concrete or cold AC patching)	\$ 275.00	Each Core
Saw-Cut – R-value Sampling (Crew + Equipment, including rapid set concrete or cold AC patching)	\$ 450.00	Each Location
Sample Pickup (truck + driver, within a 50-mile radius from GAI's office)	\$ 175.00	Per Round
GPR Survey	\$ 4000.00	Per Day
Percolation Test (Falling Head Method - Max. depth 15') (Min. 2 tests, \$9,630)	\$ 4250.00	Per Test

## INSPECTION SERVICES

### GEOTECHNICAL MONITORING

#### DURING CONSTRUCTION TESTING AND INSPECTION SERVICES

*Soil Technician / Field Engineer (Prevailing Wage)	\$ 150.00	Per Hour
*Surcharge of \$10 per/hr. for projects under PLA/CWA agreements		
Soils/Materials Inspector (Regular Wage)	\$ 100.00	Per Hour
Technician / Field Engineer – Pile and Tieback Monitoring & Inspection	\$ 140.00	Per Hour
Deputy Grading Inspector (City of LA)	\$ 160.00	Per Hour
Nuclear Gauge Equipment	\$ 80.00	Per Day

### MATERIALS SPECIAL INSPECTION

*Inspector/Concrete, Batch Plant Inspection	\$ 150.00	Per Hour
*Inspector/Masonry	\$ 150.00	Per Hour
*Inspector/Welding/Steel/Tagging & Sampling	\$ 150.00	Per Hour
*Inspector/Post-Tension	\$ 150.00	Per Hour
*Inspector/Fireproofing	\$ 150.00	Per Hour
*Inspector/UT	\$ 165.00	Per Hour
*Inspector/Pull Test	\$ 165.00	Per Hour
*Surcharge of \$10 per/hr. for projects under PLA/CWA agreements		
Per Diem Shop Inspection (if the shop is more than 50 miles from the project site)	\$ TBD	

REPORTS

Soils (Geotechnical/Geohazard Evaluation) Report	Varies - Lump Sum	
DSA-293 Report	\$ 1000.00	Ea. Cert.
DSA-291 Report	\$ 1000.00	Ea. Cert.
Final Grading / Compaction Report (Comprehensive-Minimum)	\$ 3500.00	Each
Pad Certificate Report/Letter	\$ 1750.00	Each
Monthly Interim In-Grading Report	\$ 2000.00	Each
Pile/Shoring Monitoring Report (Final)	\$ Quote	Each
Plan Review (Grading/ Foundation)	\$ 3000.00	Each
Materials Testing Final Verification Letter	\$ 1500.00	Each Project
Laboratory Report Review Letter (Stamped)	\$ 1000.00	Each

LABORATORY TESTINGSOIL AND AGGREGATE  
CLASSIFICATION & PHYSICAL CHARACTERISTICS

ID	ASTM	CTM				
T101	D2937	CT212	Unit Weight	\$ 32.50	Each	
T102	D4829		Expansion Index	\$ 155.00	Each	
T103	C117, D1140		Finer than #200 Wash	\$ 70.00	Each	
T104	D422, C136	CT202	Sieve Analysis- Coarse & Fine Including wash	\$ 192.50	Each	
T105	D422, C136	CT202	Sieve Analysis- Coarse Aggregate	\$ 147.50	Each	
T106	D422, C136	CT202	Sieve Analysis- Fine Including Wash	\$ 165.00	Each	
T107	D422	CT203	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$ 247.50	Each	
T108	D422	CT203	Hydrometer Analysis only	\$ 165.00	Each	
T109	D4318	CT204	Atterberg Limits LL, PL, & PI of Soils	\$ 155.00	Each	
T110	D2435		Consolidation (without Time Rate)	\$ 237.50	Each	
T111	D2419	CT217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$ 137.50	Each Set	
T112	C127	CT206	Specific Gravity and Absorption (Coarse Aggregate)	\$ 110.00	Each	
T113	C127	CT206	Absorption Only, Coarse Aggregate	\$ 82.50	Each	
T114	C128	CT207	Specific Gravity and Absorption (Fine Aggregate)	\$ 197.50	Each	
T115	C128	CT207	Absorption Only, Fine Aggregate	\$ 110.00	Each	
T116	AASHTO T100	CT209	Specific Gravity (Soil) by Hydrometer (Water Pycnometer)	\$ 175.00	Each	
T117	D2216	CT226	Water Moisture Content	\$ 32.50	Each	
T118	D3080		Direct Shear (3 Points)	\$ 330.00	Each	
T119	D3080		Direct Shear Remolded sample (3 points)	\$ 375.00	Each	
T120	D1557-A, B		Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve	\$ 192.50	Each	
T121	D1557-C		Maximum Density 6 in. Mold Passing 3/4 in. Sieve	\$ 202.50	Each	
T122	D2166	CT221	Unconfined Compressive Strength of Cohesive Soil	\$ 175.00	Each	
T123	D2844	CT301	R-Value, Untreated Material (3 Points)	\$ 357.50	Each	
T124	D2844	CT301	R-Value, Treated Material	\$ 385.00	Each	
T125	D4791	CT235	Flat and Elongated Particles	\$ 275.00	Each	
T126	D3744	CT229	Durability Index (fine and coarse) in Aggregate	\$ 275.00	Each	

SOIL AND AGGREGATE CLASSIFICATION & PHYSICAL CHARACTERISTICS						
ID	ASTM	CTM				
T127	D3744	CT229	Durability Index (fine or coarse) in Aggregate	\$ 175.00	Each	
T128	C142		Clay Lumps and Friable Particles in Aggregate	\$ 165.00	Each	
T129	C40	CT213	Organic Impurities in Fine Aggregates for Concrete	\$ 92.50	Each	
T130	D5821	CT205	Percentage of Crushed Particles	\$ 197.50	Each	
T131	C131	CT211	Los Angeles Rattler Test (Abrasion up to 1-1/2")	\$ 330.00	Each	
T132	C535	CT211	Los Angeles Rattler Test (Abrasion Large-up to 2-1/2")	\$ 385.00	Each	
T133	C88	CT214	Sodium or Magnesium Sulfate Soundness of Aggregate, 5-cycles	\$ 435.00	Each	
T134		CT216	Relative Compaction of Soils & Aggregates using California Impact Apparatus	\$ 265.00	Each	
T135		CT227	Cleanliness Value of Coarse Aggregate	\$ 247.50	Each	
T136	D558		Moisture-Density Relations of Soil-Cement Mixtures	\$ 192.50	Each	
T137	D1633-A		Compressive Strength of Molded Soil-Cement Cylinders using 4 in. Mold	\$ 72.50	Each	
T138	D4546		One-Dimensional Swell or Collapse of Soils	\$ 165.00	Each	
T139			Shelby Tube Cutting, Remolding or Trimming Specimens for Testing	\$ 50.00	Each	
T140	D1883		California Bearing Ratio, Maximum Density test, separate charge	\$ Quote	Each	
T141	D2435		Consolidation (with time rate for 2 loads)	\$ 307.50	Each	
T142	AASHTO	CT234	Fine Aggregate Angularity	\$ 242.50	Each	
T143	D2850		Unconsolidated-Undrained Triaxial Compression	\$ 185.00	Each	
CHEMICAL PROPERTIES OF SOILS						
ID		CTM				
T190		CT643	Resistivity	\$ 82.50	Each	
T191		CT643	pH	\$ 72.50	Each	
T192		EPA 300.0	Sulfate Content	\$ 100.00	Each	
T193		EPA 300.0	Chloride Content	\$ 100.00	Each	
T194		CT643 EPA 300.0 EPA 300.0	Corrosivity Series	\$ 305.00	Each	
CONCRETE						
ID	ASTM	CTM				
T201	C39	CT521	Compression Tests, 6x12 and/or 4x8 Cylinders, including Holds	\$ 42.50	Each	
T202	C495		Compression, Lightweight Insulating Concrete	\$ 132.50	Each	
T203	C42, C39		Concrete Cores Compression Test (excludes sampling)	\$ 87.50	Each	
T204	C42		Drilling Cores from Shotcrete Panel (Lab)	\$ 137.50	Each	
T205	C109	C515	Compression, 2"x2"x2" Cube Specimen	\$ 60.00	Each	
T206	C496		Splitting Tensile Strength 6"x12" Cylinder	\$ 165.00	Each	
T207	C78	CT523	Flexural Strength Test (6"x6"x21" Beam)	\$ 166.00	Each	
T208	C157		Drying Shrinkage (Set of 3 bars, 4 readings, up to 90-days)	\$ 590.00	Each set	

CONCRETE						
ID	ASTM	CTM				
T209	C39		Unit Weight of Concrete Cylinders		\$ 55.00	Each
T210			Review Existing Mix Design		\$ 110.00	Each
T211			Drilling Cores from Shotcrete Panel (Field)		\$ Quote	Each
T212			Core Trimming/Cutting		\$ 50.00	Each
MATERIALS TESTING						
ID	ASTM	CTM	UBC			
T301	D2216		7-6	Fireproofing Density Test	\$ 125.00	Each
T302				Mechanically Spliced Reinforcing Tensile Test up to size No.11	\$ 360.00	Each
T303	A416			Pre-Stress Still Strand (7 wire) Tensile and Elongation	\$ 410.00	Each
T304	A615, A706			Reinforcing Tensile or Bend Up to No.8	\$ 75.00	Each
T305	A615, A706			Reinforcing Tensile or Bend No.9 to 11	\$ 115.00	Each
T306	A615, A706			Reinforcing Tensile or Bend No.12 to 14	\$ 260.00	Each
T307	N/A			Welding Procedure Review	\$ 110.00	Each
T308	F606			Anchor Bolts, Studs, or Threaded Rods Tensile Test under 100,000 lbf	\$ 265.00	Each
T309	F606, F3125			Bolt A325 or A490 Wedge Tensile and Hardness up to $\frac{3}{4}$ "	\$ 165.00	Each
T310	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/8" in diameter, and Hardness	\$ 250.00	Each
T311	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/4" in diameter, and Hardness	\$ 260.00	Each
T312	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-3/8" in diameter, and Hardness	\$ 270.00	Each
T313	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/2" in diameter, and Hardness	\$ 290.00	Each
T314	F606, A194			Nut - Hardness and Proof Load under 100,000 lbf	\$ 70.00	Each
T315	F606, A194			Nut- Hardness and Proof Load Test 100,000-120,000 lbf	\$ 85.00	Each
T316	F436			Washer- Hardness	\$ 55.00	Each
HOT MIX ASPHALT TESTING						
ID	ASTM	CTM				
T401	D1561	CT304		Laboratory Test Maximum Density (LTMD), Hveem	\$ 310.00	Each
T402	D1560	CT304, CT366		Stabilometer Value	\$ 360.00	Each
T403		CT305		Stability - Swell	\$ Quote	Each
T404		CT308		Specific Gravity & Density of Core	\$ 110.00	Each
T405	D2041	CT309		Theoretical Maximum Specific Gravity & Density (Rice)	\$ 260.00	Each
T406		CT370		Moisture Content by Microwave Oven	\$ 120.00	Each
T407	D5444	CT202		Sieve Analysis of Extracted Aggregate Sample	\$ 190.00	Each
T408	C136	CT202		Sieve Analysis of Bin Aggregate Sample, each	\$ 80.00	Each
T409	C136	CT202		Sieve Analysis of Combined Aggregate Sample	\$ 250.00	Each
T410	D6307	CT382		Asphalt Content by Ignition Oven (Bitumen Content)	\$ 310.00	Each
T411	D6307	CT382		Asphalt Content by Ignition Oven (Correction Factor)	\$ 600.00	Each
T412	D1188	CT308		Unit Weight – Coated, Molded Specimen or Cores	\$ 110.00	Each
T413	D2726, D6926			Compacted Maximum Density – MARSHALL	\$ 260.00	Each

HOT MIX ASPHALT TESTING					
ID	ASTM	CTM			
T414	D2172		Extraction, % Asphalt (Reflux) including wash and solvent charge	\$ 490.00	Each
T415	D2216	CT226	Emulsion Moisture Content by Oven	\$ 80.00	Each
T416	AASHTO T59	CT331	Residue by Evaporation	\$ 240.00	Each
T417	D3910		Wet Track Abrasion Test (WTAT)	\$ 250.00	Each
T418			Core Trimming/Cutting	\$ 50.00	Each
MASONRY TESTING					
ID	ASTM	UBC			
T501	C140		Compression Test of CMU Block (gross)	\$ 105.00	Each
T502	C140		Absorption & Moisture Content	\$ 90.00	Each
T503	C426		Linear Shrinkage	\$ 270.00	Each
T504	C140		Unit Weight	\$ 90.00	Each
T505	C140		Dimensional Measurements	\$ 60.00	Each
T506	C140		Compression Test of Masonry Core	\$ 105.00	Each
T507	C39, C780	21-16	Compression Test of 2" x 4" Mortar Cylinder	\$ 60.00	Each
T508	C1314	21-17	Compression Test of Composite Prism 8"x16"	\$ 270.00	Each
T509	C1019	21-18	Compression Test of 3" x 3" x 6" Grout	\$ 105.00	Each
T510	CBC 2105A.4		Shear on Masonry Cores, 2 Faces, 4" or 6" Cores	\$ 225.00	Each
T511			Saw Cutting Coupons, or trimming from Masonry Unit (Not Solid Units)	\$ 60.00	Each
T512			GPR Scanning for Reinforcement	\$ Quote	Each
T513			Masonry Wall Coring	\$ Quote	Each
T514			Masonry Wall Coring above 5 feet from floor	\$ Quote	Each
T515	C482		Veneer Bond Strength Shear Test-Onsite	\$ Quote	Each
T516			Saw Cutting Masonry Prisms (When required)	\$ 120.00	Each
T517			Sample Pickup of Masonry Prisms (Added to standard pickup fee)	\$ 20.00	Each

**EXHIBIT B**  
**GENERAL TERMS AND CONDITIONS**

**1. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City of Commerce or otherwise act on behalf of Commerce as an agent. Neither the City of Commerce nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City of Commerce.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interests asserted against City by reason of the independent Consultant relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent status of Consultant and the audit in any way fails to sustain the validity of a wholly independent Consultant relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

D. Consultant represents to the City, and City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of Consultant or any of Consultant's employees, except as otherwise set forth in the Agreement. Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Consultant's agents or employees, including the Affordable Care Act coverage requirements. Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for issues related to Consultant's status as an independent contractor, including Consultant's failure to comply with Consultant's duties, obligations, and responsibilities under the Affordable Care Act. Consultant further agrees to defend, indemnify, and hold the City harmless

for any and all taxes, claims, and penalties against the City related to Consultant's obligations under the Affordable Care Act.

## **2. Standard of Performance**

Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. No additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**.

## **3. Indemnification.**

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractor, sub consultant or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way serve as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnities as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to

City.

**4. Insurance.**

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(I) Consultant shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(II) Consultant shall maintain Business Auto Coverage on ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(III) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses;

(IV) Consultant shall maintain Professional Liability or Errors and Omissions Insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger)

in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Director of Human Resources & Risk Management," City of Commerce, 2535 Commerce Way, Commerce, California, 90040. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (I) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (II) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost. City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant's and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

## **5. Release of Information/Confidentiality.**

A. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. Consultant's covenant under this section shall survive the termination of this Agreement.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response

## **6. Ownership of Work Product.**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## **7. Conflict of Interest.**

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this

Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant's covenants under this section shall survive the termination of this Agreement.

**8. Termination.** Notwithstanding any other provision, this Agreement may be duly terminated at any time by the City at its sole discretion with or without cause by serving upon the consultant at least ten (10) days prior written notice ("Notice of Termination"). Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Unless expressly agreed upon in writing by the City, the City shall not be obligated to pay for any services rendered nor any costs or expenses paid or incurred after the date of termination. The effective date of termination shall be upon the date specified in the written Notice of Termination. Consultant agrees that in the event of such termination, Consultant must refund the City its prorated share, except for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written Notice of Termination, Consultant shall discontinue performing services, preserve the product of the services and upon payment for services, turn over to City the product of the services in accordance with written instructions of City.

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.

**9. Personnel.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

#### **10. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**11. Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without the prior written consent of City, and any attempt by Consultant to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**12. Performance Evaluation.** For any Agreement in effect for twelve months or longer, the City Manager may require a written annual administrative performance evaluation within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

**13. Compliance with Laws.** Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

**14. Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

**15. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**16. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Consultant.

**17. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant regular business hours or by facsimile before or during Consultant regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**18. Governing Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. However, the Parties may agree to submit any dispute to non-binding arbitration.

**19. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**20. Severability.** If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**21. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

**22. Authority.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**23. Force Majeure.** A Party's performance of any obligation under this Agreement shall be suspended if, and to the extent that, the Party is unable to perform because of any event of Force Majeure. In any such event, the Party unable to perform shall be

required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a Party, including without limitation, (a) acts of God including flood, fire, earthquake, hurricane or explosion, pandemic; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) government order or law that prevents either Party from performing its obligations as set forth in this Agreement; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) action by any governmental authority that prevents either Party from performing its obligations as set forth in this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (h) shortage of adequate power or transportation facilities.

Neither Party shall be liable for any delay or default in, or failure of, performance resulting from or arising out of any Force Majeure event, and no such delay, default in, or failure of performance shall constitute a breach by either Party hereunder. Where a Force Majeure event gives rise to a failure or delay in either Party performing its obligations under this Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure event. A Party who becomes aware of a Force Majeure event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will forthwith notify the other and inform the other of the period for which it is estimated that such failure or delay will continue. The affected Party shall take reasonable steps to mitigate the effects of the Force Majeure event.