

ATTACHMENT 1A

PROFESSIONAL SERVICES AGREEMENT FOR **GEOTECHNICAL ENGINEERING**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and **American Geotechnical, Inc.** ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 **Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

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

4.2 Commercial General Insurance and Automobile Liability Insurance.

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

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

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

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

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

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

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.
- In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.
- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

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

- 7.5.1** Immediately terminate the Agreement;
- 7.5.2** Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 7.5.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.5.4** Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Arumugam Alvappillai**.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Arumugam Alvappillai, Ph.D., PE, GE**
Principal Engineer
American Geotechnical, Inc.
2275 Old Canal Road
Yorba Linda, CA 92887
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Ivan Altamirano, Mayor



Arumugam Alvappillai, Principal Engineer

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Eduardo Olivo, City Attorney



American Geotechnical, Inc.
GEOTECHNICAL ENGINEERING / MATERIALS TESTING & INSPECTION

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

IN-HOUSE CAPABILITIES

AG's capabilities are well-matched to the needs of any size or magnitude of project. Having managed hundreds of geotechnical engineering, geology, hydrogeology, material testing and inspection projects, we bring a record of accomplishment to the City. Our staff can provide expertise in the following areas:

- Primary & Secondary Road Design
- Water Reservoirs / Storage Basins
- Water Pump Station Facilities
- Traffic And Pavement Studies
- Sidewalk Improvements
- Utility Expansion/Modernization
- Emergency Operations Centers
- Municipal Parking Structures
- Community Parks
- Civic Centers & Auditoriums
- Public Offices & Libraries

TESTING AND INSPECTION SERVICES

AG provides quality assurance and deputy inspection/testing for asphalt concrete paving, portland cement concrete paving and porous paving for capital projects.

FLEXIBLE AND RIGID PAVEMENT INSPECTION

Deputy Inspection Services include:

Batch Plant Inspection

Aggregate Source Sampling

Review AC mix designs

Observe placements and perform sampling of asphalt

Compaction Testing

Make grout cubes/cylinders

Verify materials and placement compliance in accordance with CBC, Green Book, and City Specifications

Provide daily field inspection reports

Post-Construction Coring

Our Deputy Inspectors include:

ACI Concrete Inspectors

ICC Reinforced Concrete Inspectors

DSA Inspectors

Caltrans Inspectors

SOILS & MATERIALS TESTING SERVICES

Our centralized testing facility is located in Yorba Linda, California and is one of the most comprehensive geotechnical materials testing laboratories in Southern California. Registered civil/geotechnical engineers supervise our in-house laboratories which are certified to provide testing services on soils and construction materials.

CERTIFICATIONS

AG's laboratory is certified by Caltrans, DSA, AASHTO, CCRL, AMRL and is also approved by the City of Los Angeles as a Category C testing agency. We maintain full-time laboratory staff to schedule, prepare, and perform required soils and materials testing.

TESTING CAPABILITIES

PAVEMENT CONDITION ASSESSMENT SERVICES

AG would provide pavement condition assessments for flexible and rigid pavements for design of capital roadway widening and rehabilitation projects.

FLEXIBLE AND RIGID PAVEMENT

Pavement Inspection Services:

Performing Subgrade Testing	Collapse Potential
Asphalt/PCC Testing	Swell
Traffic Loading Analysis	Expansion Index
Pavement Section Analysis	Maximum Density & Optimum Moisture
Pavement Distress Mapping	Compaction (California Impact)
Coring and Subgrade Sampling	Unconfined Compression
Sieve Analysis	Direct Shear
Hydrometer	Ring Shear
Sand Equivalent	Triaxial Shear
Liquid Limit	Permeability
Plastic Limit	R-value
Shrinkage Limit	AC Gradation
Specific Gravity	AC Extraction
Durability	AC Stability
Moisture / Density	Concrete Cylinder and Grout Cube Compression
Sulfate Content	Masonry Block Compression
Corrosion Series	Flatness Surveys
pH	Review Construction Mix Designs
Consolidation	

PAVEMENT DESIGN SERVICES:

- Slurry Seals/Overlays
- Stabilized Subgrade/Aggregate Base
- Flexible Asphalt Pavement
- Porous Pavement
- Rigid PCC Pavement
- Fiber-Reinforced Concrete
- Partial/Full Section Replacement



American Geotechnical, Inc.
GEOTECHNICAL ENGINEERING / MATERIALS TESTING & INSPECTION

EXHIBIT B

FEE SCHEDULE

AMERICAN GEOTECHNICAL, INC. - SCHEDULE OF FEES (Prevailing Wage)

PROFESSIONAL SERVICES

Principal Engineer	225.00/hr
Principal Geologist	225.00/hr
Chief Engineer	205.00/hr
Chief Geologist	205.00/hr
Senior Engineer	200.00/hr
Senior Geologist	200.00/hr
Project Engineer	175.00/hr
Project Geologist	175.00/hr
Staff Engineer	160.00/hr
Staff Geologist	160.00/hr
Laboratory Manager	140.00/hr
Senior Technician Services	140.00/hr
Field Technician Services	125.00/hr
Laboratory Technician Services	100.00/hr
Field Assistant (Non-prevailing)	85.00/hr
Technical Illustrator	110.00/hr
Office Services	75.00/hr
Labor Compliance Services	200.00/hr
Client Information Services	200.00/hr

SPECIAL EQUIPMENT

Inclinometer Pipe & Materials	15.00/ft
Piezometer Pipe & Materials	10.00/ft
Shelby Tubes	120.00/ea
3 Inch Drive Tube (knocker)	50.00/ea
Sample Cutter	85.00/ea
Concrete/Pavement Coring Machine	45.00/hr
Sinco Tilt Plate and Cover	410.00/ea
Applied Geomechanics High Sensitivity Tilt Meter Monitoring	275.00/dy
Applied Geomechanics Tilt Meter Probe of Sinco Fixed Inclinometer Monitoring	75.00/dy
Shelby Tube-Re-tip	75.00/ea
Thin Wall Tip (thin ring)	120.00/ea
Thin Wall Re-tip	75.00/ea
Thick Wall Tip (thick ring)	165.00/ea
Thick Wall Re-tip	105.00/ea
Sinco Inclinometer/Tilt Plate Monitoring	140.00/dy
Floor-Level Survey (Manometer)	25.00/dy
Single Use Crack Gauge	50.00/ea
Concrete Slab Relative Humidity	30.00/ea
Crack Pin Monuments	70.00/set
Moisture Dome & Material	30.00/ea
Extensometer Monuments (2)	85.00/set
Extensometer/Crack Pin Monitoring Device	50.00/dy
Vibrating Wire Piezometer – 50 ft	500.00/ea
Vibrating Wire Piezometer – 100 ft	550.00/ea
Vibrating Wire Piezometer – 150 ft	600.00/ea
Multi-gas Monitor	50.00/dy
Crack Monitor	25.00/ea
Thin Wall Sampling Adapter	450.00/ea
Thin Wall Split Tube – 21"	750.00/ea
1" Sampling Tubes	20.00/ea
Pneumatic Piezometer 50'	275.00/ea
Pneumatic Piezometer 100'	325.00/ea
Pneumatic Piezometer 150'	400.00/ea
Nuclear Gauge Rental Fee	25.00/dy
Ground Penetrating Radar – half day	900.00/dy
Ground Penetrating Radar – full day	1800.00/dy

Date
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Thin Wall Sampler	700.00/ea
Thin Wall Sampler Barrel	600.00/ea
Sampling Adapter	200.00/ea
Thick Wall Sampler	600.00/ea
Thin Wall Split Tube – 8"	500.00/ea
Pachometer (Rebar Locator)	20.00/dy
Pull/Torque Test Equipment (Post-installed Anchors in Concrete)	90.00/dy
NDT Equipment Rental UT/MP/DP (plus NDT Technician – 4-hour minimum)	70.00/dy

LABORATORY TEST SERVICES – SOIL AND AGGREGATE

(per test unless otherwise indicated)

Moisture Content (D2216/CT216)	30.00
Moisture Density and Dry Unit Weight: (Rings)	40.00
Moisture Density and Dry Unit Weight: (Shelby Tubes)	90.00
Atterberg Limits (D4318)	220.00
Visual and Tactile Classification (D2488)	25.00
Particle Size Distribution (D1140)	250.00
Particle Size Distribution/Hydrometer Combined (D1140 & D422)	375.00
Hydrometer Analysis (D422)	175.00
#200 Wash (C117, D1140)	125.00
Specific Gravity - Soils (D854)	140.00
Specific Gravity - Bulk (Wax Method D1188)	140.00
Specific Gravity & Absorption of Coarse Aggregate (C127/CT206)	175.00
Specific Gravity & Absorption of Fine Aggregate (C128/CT207)	160.00
Sand Equivalent (D2419/CT217)	150.00
Swell or Collapse (Intact Air-Dry, HUD)	110.00
Swell or Collapse (Remolded Air-Dry, HUD)	140.00
Swell or Collapse (Intact Nevada Amendments)	120.00
Swell or Collapse (Remolded Nevada Amendments)	140.00
Expansion Index (D4829)	175.00
Maximum Density (D1557-4")	300.00
Maximum Density (D1557-6")	400.00
Maximum Wet Density (CT216)	300.00
Maximum Density (check point)	100.00
R-Value – Soil (D2844/CT301)	325.00
R-Value with Additive (CT301)	375.00
R-Value Aggregate Base (D2844/CT301)	350.00
Unconfined Compression (D2166)	185.00
Direct Shear: Quick, per point	120.00
Direct Shear: Slow, per point	150.00
Direct Shear: Cyclic Residual, per point	285.00
Direct Shear: Constant Stress, per point	450.00
Direct Shear: Quick, per point (remolded)	170.00
Direct Shear: Slow, per point (remolded)	190.00
Consolidation, Time (D2435) 1 load test	275.00
Consolidation, No Time Monitoring (8-10 pt. Incremental)	275.00
Torsional Shear (D6467), per point	450.00
Special Sample Processing	25.00
Moisture Density - Bulk	150.00
Rock Correction	60.00
Minimum Density	300.00
Resistance to Degradation – LA Rattler (C131/CT211)	495.00
Unit Weight-Aggregates (C29/CT212)	150.00
Hydro-Response (remolded) Swell or Collapse	120.00
Hydro-Response (Intact) Swell or Collapse	100.00
Hydro-Response (Intact-Air Dry) Swell or Collapse	120.00
Organic Impurities – Fine Aggregates (C40/CT213)	100.00
Organic Analysis-Soil (D2974)	110.00
Apparent Specific Gravity of Fine Aggregate (CT208)	195.00
Clay Lumps & Friable Particles (C142)	165.00
Durability Index – coarse or fine (CT229)	225.00

Date
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Soil Suction Test (ASTM D6836).....	50.00
Plasticity Index (D424/CT204).....	255.00
Particle-Size Distribution-ret. on #200 (C136/CT202)	125.00
CBR – Soil (D1883).....	280.00
CBR – Base.....	370.00
Cleaness Value (CT227).....	180.00
Carbonation Test.....	30.00
Core Measurements/Photos.....	60.00
Porosity (ASTM C642-06)	150.00
Outside Laboratory.....	Cost + 20%

CHEMICAL PROPERTIES

(per test unless otherwise indicated)

Sulfates (ASTM D516).....	60.00
Chlorides (ASTM D512).....	60.00
pH (ASTM G51).....	55.00
Resistivity (ASTM G57)	80.00
Corrosivity (So ₄ , Cl, pH and Resistivity).....	80.00
Permeability Test.....	180.00
Grout Pocket (Chloride).....	165.00
Sulfide (EPA9030B)	75.00
pH (ASTM F710-11).....	15.00
Acid Soluble Chloride (ASTM C1152)	200.00

CONCRETE

Concrete Cylinder Compression test (C39/CTM521)	30.00/ea
Concrete Cylinder Compression test - capped (C39/CTM521)	50.00/ea
Concrete Flexural Strength – Beams (C78/CTM523).....	100.00/ea
Concrete Cylinder Compression test w/Modulus of Elasticity (C469).....	550.00/ea
Concrete Cylinder Compression Test Lightweight Concrete (C495).....	30.00/ea
Concrete/Shotcrete/Gunite Cores 6"max. Diameter includes trim. (C42).....	35.00/ea
Grout Shrinkage (3 Bars-Four Readings, Up to 90 Days) (C157)	275.00/set
Unit Weight of Hardened Light Weight Concrete (C567).....	40.00/ea
Unit Weight of Hardened Light Weight Concrete – oven dry (C567)	110.00/ea
Equilibrium Density of Hardened Light Weight Concrete (C567).....	165.00/ea
Rapid Cure Concrete Cylinders, Boil Method (C684)	45.00/ea
Splitting Tensile 6"x12" (C486).....	70.00/ea
Lightweight Fill Concrete Density (C495)	40.00/ea
Density (Unit Weight) of Concrete (C138/CTM518)	35.00/ea
Air Content of Concrete, Pressure Method (C231/CTM504).....	35.00/ea
Air Content of Concrete, Volumetric Method (C173/CTM543).....	35.00/ea
Density Absorption/Voids in Hardened Concrete (C642)	200.00/ea

MASONRY

Mortar Cylinder Compression Test – 2"x4" (C780)	40.00/ea
Mortar Cubes Compression Test – 2"x2" (C109).....	40.00/ea
Grout Cylinder Compression Test – 3"x6" (C1019).....	40.00/ea
Grouted Prism Compression – Masonry Assemblage (C1314).....	150.00/ea
Moisture Content as received (C140).....	55.00/ea
Absorption, 3 required (C140).....	45.00/ea
Measurements (C140).....	35.00/ea
Compression 8"x8"x16", 3 required (C140)	70.00/ea
Linear Shrinkage, 3 required (C426)	85.00/ea
Masonry Core – Compression (C42)	60.00/ea
Masonry Core – Shear (C42)	80.00/ea
In Laboratory Core Cutting	55.00/ea

BRICK (C67)

Compression	45.00/ea
Modulus of Rupture.....	55.00/ea
Absorption, Soak or Boil.....	35.00/ea
Absorption, Saturation Coefficient.....	45.00/ea

Date
Page 4 of 5

Initial Rate of Absorption	45.00/ea
Efflorescence.....	60.00/ea
Efflorescence with Mortar.....	70.00/ea

STEEL REINFORCING (A615/A706)

Tensile or bend No. 8 Bar and/or Smaller	40.00/ea
Tensile or bend No. 9 to 11 Bar.....	45.00/ea
Tensile or bend No. 14 Bar.....	70.00/ea
Bend Test No. 9 to 11 Bar.....	275.00/ea
Chemical Analysis	330.00/ea
Deformation Compliance	60.00/ea
Cut to Size (for testing).....	10.00/ea

STEEL COUPLED WELDED REINFORCING (A615/A706)

Tensile No. 8 Bar and Smaller.....	80.00/ea
Tensile No. 9 to 11 Bar.....	90.00/ea
Tensile No. 14 Bar.....	120.00/ea
Tensile No. 18 Bar.....	300.00/ea

STRUCTURAL STEEL

Bolt Tensile/Bolt, Nut Proof Test (A370/F606).....	70.00/ea
Brinell Hardness Test (E10)	70.00/ea
Rockwell Hardness Test (E18).....	70.00/ea
Nut/Bolt/Washer Hardness Test (A370/F606)	70.00/ea
Metal Deck Coating (A90)	120.00/ea
Machining & Prep of Samples, if necessary (A370/F606)	40.00/ea

PRESTRESS (A416)

Pre-stressed Strand (Yield/Tensile).....	135.00/ea
Sample Prep – grease removal	15.00/ea

ROOFING (UBC 32-12)

Tiles – Breaking Strength/Absorption	65.00/ea
Mineral Shake – Flexural.....	45.00/ea
Mineral Shake – Absorption	35.00/ea
Tagging, Material ID and Sampling Tiles.....	75.00/hr
Final Laboratory Roof/Tile Material Affidavit Report.....	325.00/ea

ASPHALT CONCRETE

(per test unless otherwise indicated)

Maximum Density (Marshall D6926 or Hveem D1561)	250.00/ea
Thickness of core samples	20.00/ea
Density of core samples	55.00/ea
Resistance to Abrasion of Slurry Seal Mixes (D3910).....	110.00/ea
Binder Content (Ignition Oven Method CT382/D6307/T308).....	90.00/ea
Gradation of Extracted Aggregate (including wash) CT202/C136	100.00/ea
Extraction, % Asphalt (Reflux) D2171	275.00/ea
Mix Design by Marshall or Stabilometer method	Quote

NON-DESTRUCTIVE TESTING

Ultrasonic Testing (+ Technician, 4 hr. min).....	45.00/day
Magnetic Particle Testing (+ Technician, 4 hr. min).....	45.00/day
Dye Penetrant Test (+ Technician, 4 hr. min).....	45.00/day
Ground Penetrating Radar	Quote
Electromagnetic Testing (Structural)	Quote
X-Ray Testing.....	Quote

Date
Page 5 of 5

All billing rates will be reviewed annually at the end of each calendar year and may be subject to change depending on market conditions, prevailing wage determinations, and other variables.

As referenced in the Standard Form Agreement, Contract Part III, which is incorporated herein as though fully set forth, the rates of this fee schedule reflect a limitation of liability clause. The other terms and conditions described therein are applicable to all fees, charges, and services rendered and should be considered a part of this Schedule of Fees.

Executive professional will be charged at a rate of \$375.00 per hour, with deposition, arbitration, and trial testimony at \$480.00 per hour (minimum charge of 15 minutes or \$120.00 will apply). Principal professional will be charged at a rate of \$450.00 per hour for deposition, arbitration and trial testimony.

Deposition, arbitration, and trial appearances will be charged at a rate of \$400.00 per hour for professional staff, and \$325.00 per hour for all other staff.

Field inspections will be charged at hourly Fee Schedule rates, assuming a 48-hour notice is given. Field inspections will be charged at 1.5 times the hourly Fee Schedule rates, if less than a 48-hour notice is given. Field inspections will be charged at 2.0 times the hourly Fee Schedule rates if less than a 24-hour notice is given; however, inspection services cannot be guaranteed with less than a 24-hour notice.

Ring, soil, concrete, and other samples will be stored in five-gallon plastic units. A one-time set-up/inventory fee of \$25.00 will be charged per bucket. On completion of testing, at the Client's option, the Client shall, at Client's expense, arrange to pick up all remaining samples from the offices of American Geotechnical. Samples will be disposed of after 120 days unless other arrangements are made in writing by the Client.

Charges for additional services such as scanning, plotting, laminating, etc., will be charged at standard American Geotechnical rates which will be provided upon request.

Travel time, required to provide services, will be charged at the listed rate for the personnel providing the service. The minimum charge for field services will be two (2) hours. Time in excess of eight hours per day and time after 6:00 pm will be charged at 1.50 times the regular rates.

Outside services, subcontract costs, and other expenses will be charged on a cost plus 20 percent basis. Charges for special equipment, testing, and/or services will be by arrangement in accordance with the above fees on a unit and/or cost plus 20 percent basis. Unless otherwise stated, proposals are valid for 45 days from the date thereon.

Fee Schedule [I-17 PW] Subject to Change Upon Notice

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not AllowedConsultant AMERICAN GEOTECHNICAL, INC. Contract No. N/A Date 3/24/17**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Alva Alvappillai	n/a	\$ 225.00	\$ 0.00
Chief Geologist	Doug Santo	n/a	\$ 205.00	\$ 0.00
Staff Geologist	Jon Pollard	n/a	\$ 160.00	\$ 0.00
Field Technician	Sergio Vargas*	n/a	\$ 125.00	\$ 0.00
Lab Technician	Steve Axten*	n/a	\$ 100.00	\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 0.00
- b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 0.00

FRINGE BENEFITS

- d) Fringe Benefits (Rate: 0.00%)
- e) **TOTAL FRINGE BENEFITS** [(c) x (d)] \$ 0.00

INDIRECT COSTS

- f) Overhead (Rate: 0.00%)
- g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 0.00%)
- i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 0.00

FEE (Profit)

- q) (Rate: 0.00%)
- k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q) \$ 0.00

OTHER DIRECT COSTS (ODC)

- | Description | Unit(s) | Unit Cost | Total |
|---|---------|-----------|---------|
| l) Travel/Mileage Costs (supported by consultant actual costs) | | \$ | \$ 0.00 |
| m) Equipment Rental and Supplies (itemize) | | \$ | \$ 0.00 |
| n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. | | \$ | \$ 0.00 |
| o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) | | \$ | \$ 0.00 |
- p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ 0.00

TOTAL COST [(c) + (j) + (k) + (p)] \$ 0.00**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)Consultant AMERICAN GEOTECHNICAL, INC. Contract No. N/A Date 3/24/17**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
_____	_____	=	_____

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation			
Year 1	_____	+ 0.00%	=	_____	_____
Year 2	_____	+ 0.00%	=	_____	_____
Year 3	_____	+ 0.00%	=	_____	_____
Year 4	_____	+ 0.00%	=	_____	_____

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	0.0%	*	_____	0	_____
Year 2	0.0%	*	_____	0	_____
Year 3	0.0%	*	_____	0	_____
Year 4	0.0%	*	_____	0	_____
Year 5	0.0%	*	_____	0	_____
Total	0%		_____		_____

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	_____	*	0	=	\$ 0.00	_____
Year 2	_____	*	0	=	\$ 0.00	_____
Year 3	_____	*	0	=	\$ 0.00	_____
Year 4	_____	*	0	=	\$ 0.00	_____
Year 5	_____	*	0	=	\$ 0.00	_____
Total Direct Labor Cost with Escalation				=	\$ 0.00	
Direct Labor Subtotal before Escalation				=		
Estimated total of Direct Labor Salary Increase				=		
					0.00	

Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

AMERICAN GEOTECHNICAL, INC.

Contract No.

N/A

Date

3/24/17

Fringe Benefit 0.00% +
(= 0% if Included in OH)Overhead 0.00% +
(= 0% if Included in OH)

General Administration 0.00% = 0.00% Combined Indirect Cost Rate (ICR)

FEE = 0.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)	From	To			
Alva Alvappillai/Principal Engr.	\$ 225.00					0.00% 0.00% 0.00%	
Doug Santo/Chief Geologist	\$ 205.00					0.00% 0.00% 0.00%	
Jon Pollard/Staff Geologist	\$ 160.00					0.00% 0.00% 0.00%	
Sergio Vargas/Field Tech.*	\$ 125.00	\$ 187.50				0.00% 0.00% 0.00%	
Steve Axten/Lab Tech.*	\$ 100.00	\$ 150.00				0.00% 0.00% 0.00%	
						0.00% 0.00%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Page 2 of 2

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

3/24/17

[illegible]

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)**Note: Mark-ups are Not Allowed**Consultant AMERICAN GEOTECHNICAL, INC. Contract No. N/A Date 3/24/17Page of **Unit/Item of Work:****(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)****Include as many Items as necessary.**

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)	<u> </u>	<u>\$ 225.00</u>	<u>\$ 0.00</u>
Sub-professional/Technical*	<u> </u>	<u>\$ 125.00</u> *	<u>\$ 0.00</u>
EQUIPMENT (with Operator)	<u> </u>	<u> </u>	<u>\$ 0.00</u>

OTHER DIRECT COST

Description	Unit(s)	Unit Cost	
Mobilization/De-mobilization	<u> </u>	<u>\$</u> <u> </u>	<u>\$ 0.00</u>
Supplies/Consumables (Itemize)	<u> </u>	<u>\$</u> <u> </u>	<u>\$ 0.00</u>
Travel/Mileage	<u> </u>	<u>\$</u> <u> </u>	<u>\$ 0.00</u>
Report (if applicable)	<u> </u>	<u>\$</u> <u> </u>	<u>\$ 0.00</u>
TOTAL COST PER UNIT OF WORK			<u>\$ 0.00</u>

NOTES:

- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include hourly wage rate, net fee/profit, indirect cost rate, and actual direct equipment rate.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.

**PROFESSIONAL SERVICES AGREEMENT
ON-CALL – GEOTECHNICAL ENGINEERING**

THIS AGREEMENT for Professional Services (“Agreement”) is made this _____ day of _____, 2017 (“Effective Date”) by and between the City of Commerce (“City”) and **Converse Consultants** (“Contractor”) together sometimes referred to the (“Parties”).

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City’s right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor’s obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City’s project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

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

4.2 Commercial General Insurance and Automobile Liability Insurance.

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

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

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

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

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

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

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

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

- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

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

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;

7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Siva K. Sivathasan.**
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Siva K. Sivathasan**
Project Manager
Converse Consultants
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.


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

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Ivan Altamirano, Mayor


Siva K. Sivathasan, Project Manager

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Eduardo Olivo, City Attorney

Exhibit A

Scope of Services

City of Commerce
On-Call Geotechnical Engineering



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CONVERSE CONSULTANTS

SCOPE OF SERVICES

**CITY OF COMMERCE
ON-CALL GEOTECHNICAL ENGINEERING**



SCOPE OF SERVICES

APPROACH FOR GEOTECHNICAL ENGINEERING

In general our approach will provide the necessary personnel, equipment, and materials to explore the site, conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design or pavement evaluation report, and construction recommendations for the proposed facility/roadway. Typical tasks associated with a geotechnical investigation are discussed below:

Task I – Document Review

Our services for each site will begin with research of the known existing site conditions, using published maps and reports, geohazard maps, aerial photographs, and previous geotechnical investigation/pavement evaluation reports to understand what potential geologic issues may exist at the site and plan an appropriate exploration strategy.

We anticipate the city providing previous geotechnical, pavement evaluation report, geohazards and environmental reports for each of the project sites as well as any other pertinent data. Converse will also review our extensive in-house library for information.

Task II – Project Set Up

- As part of the project set-up, staff personnel from our office will conduct the following:
- Coordinate site access with the site representative.
- Conduct field reconnaissance to map the surface conditions, including drainage, flood hazard, etc.
- Stake/mark the exploration locations in the field such that access to all the locations is available.
- Obtain any permits required for our scope of services.
- Review as-built drawings for potential underground utilities.
- Notify Underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring location of any conflict with existing underground utilities.

Task III – Subsurface Investigation

A subsurface investigation will be planned based on data obtained from research, site reconnaissance, and the details of the proposed roadway improvement, structures and other improvements. The subsurface investigations may include soil borings, test pits, Cone Penetration Tests (CPT), seismic refraction surveys, coring of asphalt/concrete pavements, pavement deflection testing and fault trenching. The purpose of the field exploration is to:

- Obtain subsurface information at the site, including bedrock, groundwater, etc.
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Typical equipment that will be used for the field investigation is discussed below.

Borings: The number of borings is determined based on the area of the project and the number of facilities to be constructed. Typically, at least one boring will be drilled to 50 feet below ground surface for structures. Shallow borings will be drilled within proposed roadway improvement and parking areas. Deeper borings are placed within the footprints of proposed structures.



In general, borings will be drilled using an 8-inch diameter hollow-stem drill rig equipped for soil sampling. Ring and bulk samples will be obtained from each boring.

Another drilling method that may be used is sonic drilling. Sonic drilling provides a continuous, undisturbed core sampling through any type of geological formation. A clean borehole is drilled, cored, and cased at one time by rotating and vibrating the rod, core barrel, and casing at sonic frequencies. Significantly fewer cuttings are generated, saving time, cleanup, and disposal expense.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System. Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be recorded. The soil will be retained in brass rings which will be carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations.

Borings will be backfilled with native or other materials as required by the city guidelines or other agency having jurisdiction.

Test Pits: If deemed necessary, a backhoe equipped with a 24-inch wide bucket will be used to excavate test pits. Information from the test pits will be used to evaluate excavation wall stability, removal depths and excavatability of site soils. The maximum depth of the test pits will be between five (5) and 15 (feet) feet below existing ground surface.

Cone Penetration Test (CPT): CPT soundings are a very useful tool to characterize the stratigraphic sequence of sediments and materials beneath a site. The CPT provides a rapid, reliable and economical means of determining subsurface soil stratigraphy, relative density, strength and hydrogeologic information. The CPT sounding logs can also accurately identify the location of subsurface offsets and displacements in the underlying stratigraphy caused by fault scarps and earth movement. CPT data will be used to assess liquefaction potential and provide geotechnical design parameters. Kehoe Testing and Engineering will provide CPT testing services.

The CPT device is an instrumented electronic cone system that is pushed into the ground at the end of series of 1.4-inch diameter threaded steel rods. The instrumented cone tip is equipped with electronic load cells that measure the soils resistance at the cone tip and the soils frictional resistance along the sides of the cone. The cone system is pushed hydraulically through the subsurface earth materials using a 25-ton truck mounted CPT rig. The instrumented cone transmits tip and frictional resistance as it is pushed into the ground through a wire in the center of the rods. The wire is connected to a computer which monitors, records and processes the data for monitoring and printing in a graphical log form.

Data and information obtained from the CPT field investigation and survey will be compiled into the Surfer Contouring and 3D Mapping program for two-dimensional computer modeling of the subsurface stratigraphy and sediment marker beds. The CPT logs will be used to identify distinctive marker beds, continuous and planar sediment layers, geologic contacts and fault offset

and displacement. The computer contouring will provide a picture of the subsurface sediment layers and geologic contacts underlying the project site. The data and information will be reviewed and evaluated by a Certified Engineering Geologist licensed in the State of California.

Fault Trenching: Fault trenches are excavated across known or suspected faults to accurately locate the faults, evaluate the faults for the age of their most recent activity, and identify any previously unknown active faults. When development is proposed within a State of California Earthquake Fault Zone, fault trenches are usually excavated across the entire portion of the planned development that falls within the fault zone. On large sites, several parallel fault trenches are usually excavated across each major development area. After the fault traces are located in the long fault trenches, shorter confirmation trenches are often excavated between the long trenches to confirm the location and trend of the faults. Fault trenches must be deep enough to observe the fault or to show that no faulting has occurred within the past approximately 11,000 years. When the active faults have been exposed, the locations of the faults and trenches are recorded by a land surveyor for use in establishing appropriate setback zones for future site design.

Earthquake Engineering: If deemed necessary on a site-by-site case, a probabilistic ground motion assessment will be performed to develop site-specific horizontal earthquake ground motions that may be experienced at the proposed project site during future seismic events in southern California. Our primary approach for this study is to conduct a probabilistic ground motion analysis to estimate the design earthquake ground motions using:

- Most recent information on faulting and seismicity of Southern California;
- Four, available, new generation attenuation relationships developed by Abrahamson and Silva (2008), Campbell and Bozorgnia (2008), Boore and Atkinson (2008), and Chiou and Youngs (2008);
- Latest developments in evaluation of near-fault effects (e.g., directivity effects);
- New seismic provisions in the State of California Building Code (2010 or 2013 CBC)
- CDMG Special Publication 117 (1997) and CDMG Note 42 and CDMG Note 48.

A site-specific ground motion evaluation will be conducted to estimate:

- Design response spectra,
- Spectrum-compatible horizontal acceleration time histories for the required levels of probability of ground motion exceedance for selected exposure times, and
- Preparation of a summary seismic ground motion evaluation report.

The seismic ground motion evaluation report will present a discussion of the results of the site-specific probabilistic seismic hazard analysis and the ground motion study.

Site Design Criteria: The site design criteria will be based on Design Earthquake and Maximum Considered Earthquake (MCE) as defined in 2010 California Building Code (2010 or 2013 CBC). These ground motion levels correspond to the design earthquakes commonly used for seismic design of essential facilities.

Development of Representative Ground Motion Time Histories: Representative natural ground motion time histories will be selected for time history analysis of the proposed structure. Selection of representative ground motion time histories for the site requires determination of the design earthquake(s) associated with the design peak ground acceleration and response spectra. The earthquake hazard at the site is composed of contributions from a family of earthquakes with different magnitudes and distances. The site hazard model will be deaggregated to determine the size and distance of the earthquakes, which contribute the most to the hazard. The

deaggregation process compares the probabilities of exceeding a certain ground motion level from each event used in the model. This process will provide the guidance for choosing the strong motion records.

Ground motion time histories for the earthquakes recorded in California and other compatible regions will be searched for records obtained during events similar to the site design earthquake (MCE event). The criteria for selection of the ground motion time histories will be based on matching to the extent possible the following design earthquake and geological conditions:

- Magnitude of the earthquake;
- Distance of the source to the recording station (epicentral distance or closest distance to a point on the source);
- Recorded peak acceleration and response spectra versus the site design criteria;
- Local site geology of the recording station;
- Characteristics of the earthquake source, particularly type of the fault displacement in the event; and
- Station type (free-field or small structure stations).

A number of records from several earthquakes such as 1940 Imperial Valley, 1952 Kern County, 1971 San Fernando, 1979 Imperial Valley, 1989 Loma Prieta, 1992 Landers, 1992 Petrolia, 1994 Northridge, and 1999 Kocaeli earthquakes will be analyzed for selection of three (3) or seven (7) representative ground motion time histories. The time histories will be selected using a preliminary screening of the California earthquake records to search for events with magnitude, source, and recording site parameters consistent with the design earthquakes for the project site. A scalar scaling or a computer code such as RASCAL or RSPMATCH will be applied to the selected natural time histories to develop spectrum-compatible horizontal acceleration time histories that their spectral values are more comparable to the target spectrum over the desired period range of interest.

Percolation Testing: Percolation tests will be conducted in areas to be used for detention basins. A hollow-stem auger will be used to drill borings to the approximate elevation of the basin floor. A 2-inch-diameter perforated PVC casing will be set in the boring and surrounded with filter material. The test hole will be presoak for a minimum of 30 minutes prior to testing. Testing will be performed by filling the casing with at least 1 foot of water and measuring the drop in water level in 30 minutes using a water level sounder. The test will be repeated a minimum of eight times, or until stabilized readings are obtained. If all of the water drains from the test hole in less than 30 minutes, the test interval will be reduced to 10 minutes. The percolation test data will be recorded and used to calculate the estimated infiltration rate.

Task IV – Laboratory Testing

The types of laboratory tests and the number of each test will depend on the subsurface conditions and project requirements. All tests will be performed at Converse laboratories in accordance with the relevant ASTM or other methods. A list of likely tests is presented on the following page:

LABORATORY TEST	SOIL CHARACTERISTIC EVALUATED BY TEST
In-Situ Moisture and Density	Undisturbed conditions of soil
Expansion Index	Potential to swell in response to changes in moisture content
Soil Corrosivity (pH, chloride, sulfate and minimum electrical resistivity)	Corrosion potential when placed in contact with common construction materials such as concrete and ferrous metals
Sieve Analysis and Hydrometer	Distribution of grain sizes, including clay, silt, sand, and gravel
Atterberg Limits	Determine plastic and liquid limits for classification of fine-grained soils and estimation of strength and settlement
Modified Proctor	Compaction characteristics including maximum density and optimum moisture
R-value	Resistance to deformation under load, for use in structural pavement design
Direct Shear Strength	Resistance to failure along a shear plane, for use in determining bearing capacity, retaining wall pressures, and slope stability
Consolidation/Collapse	Compressibility of soil in response to increased loading or addition of moisture under load
Sand Equivalent	Drainage characteristics and suitability for use as pipe bedding and backfill
Unconfined Compression	Determining strength of fine-grained soil
Triaxial	Determining strength of soils simulating field conditions

Task V – Engineering Analysis and Report Preparation

The data obtained from the field investigation and laboratory testing will be reviewed and analyzed by Converse's professional engineers and geologists. Lead professional staff will work with the field and laboratory staff to ensure that the information is complete and in conformance with the project requirements.

A report will be prepared to document the site and project descriptions, site geology, onsite earth materials, excavatability, depth to groundwater, seismic design parameters, potential geohazards, and geotechnical recommendations for earthwork, underground utilities, foundation design, structural design, pavement design, retaining walls, slope stability, shoring design parameters and other proposed improvements.

The geotechnical investigation and report for each project will address all geohazard and geotechnical data and provide design and construction recommendation which are technically sound and economically viable. We will review and address all city's comments to our reports and prepare appropriate responses.

Task VI – Project Management and Plans and Specification Review

We will provide project management and consultation during the design phase. We will review the 90 percent complete project drawings and specifications for consistency with the findings and recommendations of the soils study and provide comments, if any.

Task VII – Meetings and Consultation

Our Program Administrator and Project Manager will be available for meetings and consultation with the city and other parties as necessary.



Schedule

Our proposed schedule for geotechnical investigation is presented below:

Tasks	Weeks				
	1	2	3	4	5
Project Set-up					
Traffic Control Plan					
Pavement Coring					
Borings					
Laboratory Testing					
Summary Report					
Coordination/Meeting					

APPROACH FOR MATERIALS TESTING AND INSPECTION SERVICES

Converse Consultants will provide part-time and full-time testing and inspection services on as-needed on-call basis. If needed, we can provide technically sound and cost effective recommendations for construction of each facility. In general our approach will provide the necessary personnel, equipment, and materials to perform geotechnical observation and testing, material testing and special inspection.

Task I – Constructability Review

Before the construction begins, our project manager will review all the plans and specification for the project and discuss with our inspectors and soil technician. During the review, if he finds any conditions or situations that will create change in condition and/or delay the construction, he will notify your project manager immediately.

Task II – Project Set Up

As part of the project set-up, staff personnel from our office will conduct the following:

- Coordinate site access with the site representative.
- Attend the construction kick off meeting.
- Prepare a distribution list for test results and field daily reports.

Task III – On-Site Testing and Inspection

Some of the on-site testing and inspection will include the following:

- Caisson Drilling
- Grading, excavation, Fill Placement and Compaction
- Asphalt Concrete/Soil Cement/Reinforced Concrete Placement
- Backfill testing of Utility Excavation
- Contaminated Soil Sampling and Testing
- Installation of Epoxy Anchors, Rods and Dowels
- Pull Tests for Anchors and Tie-backs
- Reinforcing and Grout Installation
- Concrete Temperature and Slump
- Concrete/Shotcrete Placement



- Precast Concrete Installation
- Ferro-Scan Services

Task IV – Off-Site Inspection

Some of the off-site inspection will include the following:

- Concrete Batch Plant Inspection
- Structural Steel Shop Fabrication including Welding, Testing and Bolting
- Shop Fabrication and Testing
- Precast Concrete Manufacturing

Task V – Constructability Review

Some of the ancillary services are listed below:

- Materials and Equipment for Special Tests/Applications (ex: Gamma-Gamma Testing and cross-hole sonic logging, etc..)
- Testing for the presence of Hazardous Materials
- Hazardous Materials Abatement
- Sample Pick-up and Delivery
- Consultation Services and
- Attending project team meetings

Task VI – Constructability Review

Some of our sample laboratory testing include the following, but are not limited to:

- Fill, Base, Ballast, and Sub-grade Material Analyses
- Maximum Density and Optimum Moisture Content
- Soil Moisture Content
- Shear Strength
- Soil Corrosivity and Resistivity
- Reinforcing Steel Sampling and Strength test
- Concrete Design Mixes (Preparation and Testing)
- Asphalt Concrete Cylinders Sampling and Strength Testing
- Concrete Cylinder Sampling and Strength Testing
- Masonry Prisms
- Grout and Mortar Testing

Task VII – Constructability Review

We will provide a summary final certification report with summary of field and laboratory testing results.

WORK PLAN FOR GEOTECHNICAL ENGINEERING

Our approach will provide the necessary personnel, equipment, and materials to explore each site, conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design, pavement design and construction recommendations for the proposed facilities/roadways.

The level of effort in these tasks will depend on the amount of information that is available for review, access to the site, and other project-specific information.

Our site-specific scope of work will include the following activities:

Field Exploration: The field exploration will consist of a subsurface exploration program design to provide the subsurface information. After completion of the borings within existing paved area, boreholes will be backfilled with soil cuttings and/or patched with asphalt concrete or rapid set concrete.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations. Cone penetrometer testing (CPT) may be used in conjunction with soil borings to provide more detailed data and additional engineering parameters, allowing for a more accurate evaluation of settlement and liquefaction potential.

If detention basins are to be constructed on this site we will conduct percolation tests.

Laboratory Testing: Appropriate laboratory tests based on Section 5.2, Task IV will be conducted on samples of site soils to determine their engineering properties. These tests will be based on the specific site conditions and the type of facilities to be constructed.

Report Preparation: Data obtained from our review of the previous geotechnical and geohazards reports, our exploratory borings and laboratory testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report for structures and/or pavement improvement, which will include the following items:

A. Site Condition

- Description of on-site soils, boring locations, and test methodologies utilized
- Groundwater depth
- Location relative of flood hazard zone

B. Faulting and Seismicity

- Location relative to known earthquake faults
- Anticipated ground shaking from earthquakes
- Geologic conditions and geologic cross section
- Liquefaction characteristics
- Other secondary effects from earthquakes
- Site co-efficient for soil characteristics relative to CBC 2010 or 2013 earthquake forces
- Site specific response spectra per CBC 2010 or 2013

C. Laboratory Tests Results

D. Recommendations for Site Preparation

- Grading
- Over excavation and compaction



- Subgrade preparation
- Structural backfill
- Buried utilities and trench backfill
- Suitability of on-site soils for regarding or for use as compacted fill
- Types of imported fill (if required) for use as compacted fill
- Special recommendations for expansive soils or for proposed site work where expansive soils are present
- Shrinkage and subsidence
- Site percolation rates
- Surface and subsurface drainage
- Limitations on back cutting of slopes

E. Design Recommendations

- Foundation types (shallow or pier foundations) and bearing pressures with practical and economic considerations, consistent with good engineering requirements
- Vertical and lateral bearing capacity for foundation
- Lateral earth pressures and resistance to lateral load
 - Active Earth Pressures
 - Passive Earth Pressures
 - Seismic Lateral Forces for Above Grade
- Settlement (total and differential)
- Modulus of subgrade reaction
- Slabs on grade
- Structural pavement sections (PCCP or Asphalt Concrete)
- Influence of foundation construction on existing foundations and the potential for differential settlement between new and existing structures
- Underground utility pipe design and construction
 - Soil parameters for pipeline design
 - Pipe bedding

F. Construction Recommendations

- Temporary excavations
- Recommendations for excavation adjacent to existing structures/utilities
- Recommendations for shoring
- Construction Feasibility Issues

WORK PLAN FOR INSPECTION AND TESTING

During construction activities, our responsibilities will include the following:

Field Services

- Provide qualified personnel at the site. Our staff will cooperate with the city Representative, Project Manager and Contractor in performance of services.
- Provide specified inspection, sampling and testing of products in accordance with standards specified in the construction documents.
- Verify compliance of materials and mixes with requirements of contract documents.
- Promptly notify the city Representative and Project Manager of observed irregularities or nonconformance of work or products.
- Perform additional inspections and tests required by the city or governing agencies.



- Notify failed tests the same day to the various parties involved on the project.

Laboratory Reports

Our laboratory test results will be submitted to the following parties:

- Owner
- Construction Manager

The content of the reports will include:

- Date issued
- Name of inspector
- Date and time of sampling and inspection
- Identification of products and specification section
- Location in the project
- Type of inspection or test
- Date of test and ambient conditions at time of test
- Results of tests
- Conformance with contract documents
- Signature by registered professional engineer licensed in California

Verification Report

We will submit a report verifying that tests and inspections have been completed and material and workmanship complies with the construction documents. Such verification reports will be submitted at the completion of the project and at any time the project is suspended.

Grading

Our field technician will be at the site full-time or as-needed to monitor the removal of all unsuitable material both vertically and laterally across the site. He will determine that firm excavation bottoms are reached prior to placement of compacted fill.

Our field technician will observe moisture conditioning of the soil used as compacted fill. He will also verify that each fill lift thickness is no greater than eight (8) inches. In the event the grading activities require additional technicians, we will assign the necessary staff with the qualifications and experience to perform the observation and testing.

Field density testing will be performed as the fill progresses to assure that adequate moisture content and relative compaction as required by the project specifications are being achieved. The tests will be performed using the Sand Cone (ASTM D1556) and/or the Nuclear Gauge (ASTM D2922). At each compacted fill and backfill layer we will conduct at least one (1) test for every 2,000 square feet or less of paved or building slab, but in no case less than three (3) tests.

In case of a failing test result, our field technician will immediately notify your representative and the grading contractor. The contractor will be asked to rework the failed areas. Additional in-place density tests will be taken to verify that the compaction meets the project specifications. The field technician will report the failed tests in case the client decides to backcharge the contractor for the failed tests.

Copies of written test results are prepared in triplicate in the field and will be provided to the Inspector at the end of each working day. Reports are normally provided on a monthly basis.

Structural Backfill

Backfill behind walls will begin after the walls have achieved enough strength to withstand stresses from compacting equipment. Our field technician will verify the suitability of the backfill material prior to fill placement. He will observe backfill placement and conduct in-place density tests as the fill progresses. Areas of failed tests will be reworked until passing results are achieved.

Trench Backfill

Our field technician will be present on an as-needed or full-time basis during all phases of trench backfilling unless otherwise directed by your representative.

The sand-cone method is preferred to overcome trench corrections which are necessary for the nuclear method and can sometimes lead to questionable results. The relative compaction will be computed on the basis of the field density determinations for each particular soil type encountered.

The maximum density will be determined in accordance with the ASTM Standard D1557. This determination will be conducted in the laboratory, but each technician is equipped with the necessary apparatus for conducting this test in the field so that immediate test results can be provided, if necessary.

Foundation Inspection

Where shallow/deep foundation inspection is necessary, Converse will verify dimensions to make sure footings extend into satisfactory soils, and that footing excavations are free of loose and disturbed materials prior to concrete placement. At least one test of each soil stratum will be performed to verify design bearing/axial capacity.

Pavement Testing

If necessary, Converse will prepare a pavement structural section report based upon laboratory R-value, sieve analysis, and sand equivalent testing. This report will be applicable for all surfaces to receive concrete and asphalt pavement on-site.

Compaction testing of subgrade and base materials will be performed at the direction of the City's representative. Converse will also perform nuclear backscatter density testing of the placed asphalt to verify proper compaction of the asphalt concrete. Laboratory testing of the asphalt will include extraction and gradation, and Marshall Density.

Deputy Special Inspection & Materials Testing

Concrete: Converse will review concrete mix designs and product mill certificates for compliance and provide sampling, testing, and inspection of concrete to verify adherence to project requirements. This may include batch plant inspection, fabrication of concrete cylinders and testing for compressive strength, anchor pull tests, and inspection of batch tickets, inspection of concrete placement, and testing of concrete slump.

Reinforcing Steel: Converse will review material identification/mill certificate sheets to verify that steel meets project manual specifications. Converse will sample and test reinforcing steel (e.g. bend and tensile tests), inspect welds to verify conformance, verify welding procedures and operators according to AWS D1.1, inspect welded reinforcing bars according to CBC Section 1929A, and inspect high strength bolting per ICC, CBC, & AISC.



Masonry: Converse will review mortar and grout mix designs and certificates of compliance. Converse will provide sampling and inspection to verify strength and placement of masonry units, reinforcements, and grout. Converse will provide testing of mortar, grout and block by the Unit Strength Method per CBC section 2105B3.4. Masonry units will be tested for strength, absorption, and moisture content before construction and for each 5,000 SF wall area. In addition, two corings will be taken per 5,000 square feet of masonry wall and tested for shear bond as required by CBC 21058 3.1 in accordance with standard procedures.

Structural Steel: Converse will review manufacturer's test reports and material identifications and provide inspection of field welding, fabrication shop welding, and high strength bolted connections in accordance with AWS D1.1. Procedures will be followed for seismic critical welds, nondestructive testing, stud welding, testing of column webs for cracking, and adhesive anchors.

Waterproofing/Roofing/Fireproofing: Converse will inspect waterproofing (below slab on-grade & exterior walls below grade), conduct roof surveys and evaluation of existing roofing systems, perform leak investigations, and review roofing/waterproofing specifications and drawings. Converse will supply certified inspectors to perform fireproofing material density testing.

Schedule

Our proposed schedule for construction inspection and testing is presented below.

Tasks	Weeks		
	1	Project Duration	Last Week
Project Set-up/Coordination			
Inspection and Testing			
Summary Final Report			

Exhibit B

Fee Schedule

City of Commerce
On-Call Geotechnical Engineering

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

Converse Consultants Contract No. Date 03/16/2017

Fringe Benefit 31.24% + Overhead 117.92% + General Administration 28.24% = 177.40% Combined Indirect Cost Rate (ICR)
 (= 0% if Included in OH) (= 0% if Included in OH) FEE = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Hashmi Quazi/Principal	\$ 393.66	\$ 393.66	\$ 393.66	03/01/2017	07/01/2017	\$ 129.01	0.00% 5.00% 0.00%	\$129.01 - \$135.46
Siva Sivathasan/Principal	\$ 227.38	\$ 227.38	\$ 227.38	03/01/2017	07/01/2017	\$ 74.52	0.00% 5.00% 0.00%	\$74.52 - \$78.25
Mark Schluter/Geologist	\$ 123.21	\$ 143.40	\$ 163.59	03/01/2017	07/01/2017	\$ 40.38	0.00% 5.00% 0.00%	\$40.38 - \$42.40
Woongju Mun "MJ"/Engineer	\$ 85.07	\$ 99.01	\$ 112.95	03/01/2017	07/01/2017	\$ 27.88	0.00% 5.00% 0.00%	\$27.88 - \$37.00
Daniel Arteaga/Soils Technician	\$ 130.09	\$ 151.40	\$ 172.72	03/01/2017	07/01/2017	\$ 42.63	0.00% 5.00% 0.00%	\$42.63 - \$44.76
Mario Rey/Special Inspector	\$ 135.51	\$ 157.71	\$ 179.92	03/01/2017	07/01/2017	\$ 44.41	0.00% 5.00%	\$44.41 - \$46.63

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

CONVERSE CONSULTANTS

Schedule of Fees

Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which include test report and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	10.00
Engineering Classification, ASTM D2487	15.00
Moisture Content	
▪ Moisture Content & Dry (Bulk) Density, ASTM D2216 & D2937	20.00
▪ Moisture Content, ASTM D2216	10.00
Shrinkage Limit, ASTM D427	85.00
Atterberg Limits, ASTM D4318	
▪ Several points	100.00
▪ One point	50.00
Particle Size Analysis, ASTM D422	
▪ Fine Sieve (From +#200 to #4)	100.00
▪ Coarse and Fine Sieve (From #200 to 3 in)	180.00
▪ Hydrometer	85.00
Percent Passing #200 Sieve, ASTM D1140	60.00
Specific Gravity	
▪ Fine (passing #4 sieve), ASTM D854	90.00
▪ Coarse (retained on #4 sieve), ASTM C127	90.00
Sand Equivalent Test	90.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557-91	
▪ Method A or B	170.00
▪ Method C (6-inch mold)	190.00
California Impact Method (Caltrans 216)	200.00
R-value, ASTM D2844	250.00
California Bearing Ratio (CBR), ASTM D1883	
▪ 1 point	150.00
▪ 3 point	350.00
Relative Density	
▪ 0.1 cubic foot mold	200.00
▪ 0.5 cubic foot mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	20.00
Direct Shear	
▪ Quick Test	75.00
▪ Consolidated - Drained (granular soil) ASTM D3080	175.00
▪ Consolidated - Drained (fine grained soil), ASTM D3080	250.00
▪ Consolidated - Undrained (fine grained)	150.00
▪ Residual Strength, per Cycle	60.00
▪ Remolded Specimens	60.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM 2166	100.00
Unconsolidated - Undrained, ASTM D2850	110.00
Consolidated - Undrained (per point)	700.00
Consolidated - Drained (per point)	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimens	60.00

CONSOLIDATION AND SWELL COLLAPSE TESTS

8 Load Increments	200.00
Additional load increment	40.00
Time-Ratio, per load increment	80.00
Single Point (collapse test)	80.00
Single Load Swell, ASTM D4546	
▪ Ring Sample, Field Moisture	85.00

▪ Ring Sample, Air Dried	85.00
Remolded Sample	60.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	75.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2017.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in the Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing, in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U. S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turn-around for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turn-around to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with the ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 22-inch-diameter (2.416-inch inside diameter) brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

CONVERSE CONSULTANTS
Schedule of Fees
Materials Testing Services

Compensation for laboratory testing services will be based on rates in accordance with this schedule which include test report and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2017.

AGGREGATES

Moisture Content (ASTM D2216)	\$10.00
Particle Size Analysis	
▪ Coarse (ASTM C136), each	100.00
▪ Coarse and fine (ASTM C136 & 137), each	180.00
▪ Specific Gravity & Absorption	
▪ Coarse Aggregate (ASTM C127)	85.00
▪ Fine Aggregate (ASTM C128)	85.00
▪ Unit weight per cubic foot (ASTM C29)	75.00
▪ Soundness-Sodium or Magnesium (ASTM C88), each	200.00
▪ Potential Alkali Reactivity (ASTM D289)	300.00
▪ Freeze Thaw Soundness	175.00
▪ Los Angeles Abrasion, per class (ASTM C131, C535)	210.00
▪ Sand Equivalent (ASTM D2419)	90.00
▪ Lightweight Particles (ASTM C123), each	85.00
▪ Clay Lumps and Friable Particles (ASTM C142), each	120.00
▪ Stripping test (ASTM D1664), each	85.00
▪ Organic impurities (ASTM C40)	75.00
▪ Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch (ASTM C192)	By Quote
Laboratory Mix Design, historical data	By Quote
Compression Test, 6"x 12" cylinder (ASTM C39), each	25.00
Light Weight Concrete	
▪ Compression	25.00
▪ Unit Weight	25.00
Specimen preparation, trimming or coring, each	60.00
Bond Strength (ASTM C321)	
▪ Prepared by Converse	150.00
▪ Prepared by Others	80.00
Core Compression Test (ASTM C12), each	60.00
Flexure test, 6"x 6" beams (ASTM C78), each	110.00
Modulus of Elasticity - Static (ASTM C469), each	150.00
Length Change (3 bars, 5 readings each, up to 26 days) (ASTM C157)	320.00
Splitting Tensile, 6" x 12" cylinders, each	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 mi. of office, stand-by extra) ASTM/UBC, hourly rate schedule, or each Cylinder	95.00
Field Concrete Control (same as above plus air content test) ASTM/UBC, hourly rate schedule, or each Cylinder	95.00
Hold Cylinder	7.00
Cylinder Mold sent to job site but not casted by Converse or returned to Converse	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	55.00
Shrinkage (ASTM C426), each	100.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	450.00
Masonry Core Compression, each	55.00
Masonry Core Shear, each	55.00
Masonry Core Trimming, each	55.00
Compression Test, grouted prisms, 8" x 8" x 16", each	120.00
Compression Test, grouted prisms, 12" x 16" x 16", each	130.00

Compression Test

▪ 2" x 4" Mortar Cylinder, each	25.00
▪ 3" x 6" Grout Prisms, each	25.00
▪ 2" Cubes (ASTM C109), each	25.00
Cast by others	25.00
Mortar or Grout Mix Designs	By Quote

FIREPROOFING TESTS

Oven Dry Density (per sample)	60.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit	60.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	200.00
Marshall ASTM D1559, ASTM D2726	200.00
Measured Maximum Specific Gravity of Mix (ASTM D2041) (Rice Method), each	95.00
Void Analysis of Cores or Marshall Specimens	
Calculations Only (ASTM D3203) set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design (Hveem or Marshall)	By Quote
Extraction of Asphalt and Gradation (ASTM D2172, Method B) Or California 310, including ash correction, each	210.00
Extraction of Rubberized Asphalt and Gradation, each	250.00
Specific Gravity (ASTM D2726 or ASTM D1188)	
▪ uncoated	95.00
▪ coated	105.00
Immersion-Compression	400.00
Particle coating (ASTM 2489)	55.00
Stripping (ASTM D1664)	70.00
Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or by products	220.00
Retained Strength (ASTM D1074/D1075) 6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D curve, 1 point	350.00
Asphalt Temperature	15.00

STRUCTURAL STEEL

Tensile Test, #9 Bar or Smaller, each	50.00
Bend Test, #9 Bar or Smaller, each	50.00
Tensile Test, #10 Bar or Greater, each	280.00
Tensile Test, #14 Bar, each	310.00
Rebar coupler tensile test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced Bar, #9 Bar or Smaller, each	180.00
Tensile Test, Mechanically Spliced Bar, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test for A490 Bolts	
Under 100,000 lbs, each.....	55.00
Over 100,000 lbs, each.....	65.00
Wedge Tensile Test for A325 Bolts	
Under 100,000 lbs, each.....	60.00
Tensile Test – Anchor Bolts, tested with displacement	
transducers, each.....	300.00
Nut - Hardness, Proof, and Cone Proof Load Test, each.....	50.00
Washer - Hardness, each.....	35.00
A325 or A490 – Bolt hardness only, each.....	35.00
Bolt A325 or A490	
Wedge Tensile Under 100,000 lbs, and Hardness, each.....	85.00
Wedge Tensile Over 100,000 lbs, and Hardness, each.....	100.00
Bolt, Nut, and Washer - All Tests per set with bolts	
Under 100,000 lbs.....	300.00
Over 100,000 lbs.....	380.00

NOTES:

- (1) See *Geotechnical Laboratory Testing* Schedule of Fees for soil testing.
- (2) Hourly rates are available upon request.
- (3) Field laboratory rates are available upon request.
- (4) Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

**PROFESSIONAL SERVICES AGREEMENT
ON-CALL – GEOTECHNICAL ENGINEERING**

THIS AGREEMENT for Professional Services (“Agreement”) is made this 15th day of March, 2017 (“Effective Date”) by and between the City of Commerce (“City”) and **Geo-Advantec Inc.** (“Contractor”) together sometimes referred to the (“Parties”).

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City’s right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor’s obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City’s project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

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

4.2 **Commercial General Insurance and Automobile Liability Insurance.**

- 4.2.1 **Commercial General Liability Insurance:** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.
- 4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

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

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

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

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.
- In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.
- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

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

- 7.5.1** Immediately terminate the Agreement;
- 7.5.2** Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 7.5.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.5.4** Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Shawn Ariannia**.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Shawn Ariannia, Ph.D., P.E., G.E.**
President
Geo-Advantec Inc.
457 West Allen Avenue, Suite 113
San Dimas, CA 91773
- Any written notice to City shall be sent to:
- Maryam Babaki**
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Ivan Altamirano, Mayor


Shawn Ariannia, President

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Eduardo Olivo, City Attorney

SCOPE OF WORK

Scope of Work

We understand that it was the City of Commerce (City) intention to hire qualified firms to provide as-needed professional services for current and anticipated capital improvement and development projects. As the selected city on-call consultant, Geo-Advantec, Inc. will provide the City with all required geotechnical engineering, geotechnical pavement study, materials testing, and during construction inspection services.

LAMP EXHIBIT 10-H

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Geo-Advatnec, Inc. Contract No. Date 03/14/2017

Fringe Benefit 0.00% + Overhead 110.00% + General Administration 2.00% = 112.00% Combined Indirect Cost Rate (ICR)
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate From To		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)					
Shawn Ariannia/Principal Geotechnical Engineer	\$ 233.20	\$ 349.80	\$ 466.40	1/1/2017	12/31/2017	\$ 100.00	0.00%	
	\$ 244.86	\$ 367.29	\$ 489.72	1/1/2018	12/31/2018	\$ 105.00	5.00%	
	\$ 256.62	\$ 384.78	\$ 513.04	1/1/2019	12/31/2019	\$ 110.00	5.00%	
Ronald Hanson/Principal Engineering Geologist	\$ 128.26	\$ 192.39	\$ 256.52	1/1/2017	12/31/2017	\$ 55.00	0.00%	
	\$ 130.00	\$ 195.00	\$ 260.01	1/1/2018	12/31/2018	\$ 55.75	5.00%	
	\$ 141.08	\$ 211.62	\$ 282.17	1/1/2019	12/31/2019	\$ 60.50	5.00%	
Jack Lee/Staff & Field Engineer	\$ 65.29	\$ 97.94	\$ 130.59	1/1/2017	12/31/2017	\$ 28.00	0.00%	
	\$ 81.62	\$ 122.43	\$ 163.24	1/1/2018	12/31/2018	\$ 35.00	25.00%	
	\$ 93.28	\$ 139.92	\$ 186.56	1/1/2019	12/31/2019	\$ 40.00	12.50%	
Shayon Imani/Drafting CADD	\$ 46.64	\$ 69.96	\$ 93.28	1/1/2017	12/31/2017	\$ 20.00	0.00%	
	\$ 51.30	\$ 76.95	\$ 102.60	1/1/2018	12/31/2018	\$ 22.00	10.00%	
	\$ 58.30	\$ 87.45	\$ 116.60	1/1/2019	12/31/2019	\$ 25.00	13.60%	
Lindsey Mendoza/Administration	\$ 46.64	\$ 69.96	\$ 93.28	1/1/2017	12/31/2017	\$ 20.00	0.00%	
	\$ 53.63	\$ 80.45	\$ 107.26	1/1/2018	12/31/2018	\$ 23.00	15.00%	
	\$ 58.30	\$ 87.45	\$ 116.60	1/1/2019	12/31/2019	\$ 25.00	8.60%	
							0.00%	
							0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

**PROFESSIONAL SERVICES AGREEMENT
ON-CALL – GEOTECHNICAL ENGINEERING**

THIS AGREEMENT for Professional Services (“Agreement”) is made this _____ day of _____, 2017 (“Effective Date”) by and between the City of Commerce (“City”) and Ninyo & Moore (“Contractor”) together sometimes referred to the (“Parties”).

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City’s right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor’s obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City’s project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

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

4.2 Commercial General Insurance and Automobile Liability Insurance.

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

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

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

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

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

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

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

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

- 7.2 Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

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

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;

7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 **Contractor Representative.** All matters under this Agreement shall be handled for Contractor by Kurt S. Yoshii.
- 11.8 **City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 **Notices.** Any written notice to Contractor shall be sent to:
- Kurt S. Yoshii, PE, GE
Principal Engineer
Ninyo & Moore
475 Goddard, Suite 200
Irvine, CA 92618
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Ivan Altamirano, Mayor



Kurt S. Yoshij, PE, GE, Principal Engineer

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Eduardo Olivo, City Attorney

Exhibit A – Scope of Services

Ninyo & Moore Geotechnical & Environmental Sciences Consultants (Ninyo & Moore) will provide on-call/as-needed geotechnical and environmental consulting services as-requested by the City of Commerce (City). Specific scopes of work will be developed for each task order assignment in accordance with the City's procedures for issuance of task orders.

COST PROPOSAL

Consultant or Subconsultant:	NINYO & MOORE	Contract No.:	TBD	Date:	3/28/2017
	Fringe Benefit%		Overhead%	General Administration %	Combined Indirect Cost Rate (ICR) %
NORMAL	47.00%	+	62.00%	49.00%	= 158.00%
OVERTIME	47.00%	+	62.00%	49.00%	= 158.00%
				FEE %	= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rate ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classification only
	Straight	OT (1.5 X)	OT(2 X)	From	To			
Kurt S. Yoshii, PE, GE Project Principal/Geotechnical Principal Eng/Geo/Env. Scientist	\$229.23	NA	NA	1/1/2017	12/31/2017	\$80.77		
	\$238.39	NA	NA	1/1/2018	12/31/2018	\$84.00	4.00%	
	\$247.93	NA	NA	1/1/2019	12/31/2019	\$87.36	4.00%	Not Applicable
	\$257.85	NA	NA	1/1/2020	12/31/2020	\$90.86	4.00%	
Exempt								
Garreth Saiki, PE, GE Project Manager Principal Eng/Geo/Env. Scientist	\$192.39	NA	NA	1/1/2017	12/31/2017	\$67.79		
	\$200.08	NA	NA	1/1/2018	12/31/2018	\$70.50	4.00%	
	\$208.09	NA	NA	1/1/2019	12/31/2019	\$73.32	4.00%	Not Applicable
	\$216.41	NA	NA	1/1/2020	12/31/2020	\$76.25	4.00%	
Exempt								
Daniel Chu, PhD, PE, GE Technical Advisor, Geotechnical Principal Eng/Geo/Env. Scientist	\$186.94	NA	NA	1/1/2017	12/31/2017	\$65.87		
	\$194.42	NA	NA	1/1/2018	12/31/2018	\$68.50	4.00%	
	\$202.19	NA	NA	1/1/2019	12/31/2019	\$71.24	4.00%	Not Applicable
	\$210.28	NA	NA	1/1/2020	12/31/2020	\$74.09	4.00%	
Exempt								
Lawrence Jansen, PG, cEG Technical Advisor, Geology Principal Eng/Geo/Env. Scientist	\$220.00	NA	NA	1/1/2017	12/31/2017	\$77.52		
	\$228.80	NA	NA	1/1/2018	12/31/2018	\$80.62	4.00%	
	\$237.95	NA	NA	1/1/2019	12/31/2019	\$83.85	4.00%	Not Applicable
	\$247.47	NA	NA	1/1/2020	12/31/2020	\$87.20	4.00%	
Exempt								
Soumitra Guha, PhD, PE, GE Lead Geotechnical Engineer Principal Eng/Geo/Env. Scientist	\$231.95	NA	NA	1/1/2017	12/31/2017	\$81.73		
	\$241.23	NA	NA	1/1/2018	12/31/2018	\$85.00	4.00%	
	\$250.88	NA	NA	1/1/2019	12/31/2019	\$88.40	4.00%	Not Applicable
	\$260.91	NA	NA	1/1/2020	12/31/2020	\$91.94	4.00%	
Exempt								
Michael Putt, PG, CEG Lead Geologist Principal Eng/Geo/Env. Scientist	\$173.26	NA	NA	1/1/2017	12/31/2017	\$61.05		
	\$180.19	NA	NA	1/1/2018	12/31/2018	\$63.49	4.00%	
	\$187.40	NA	NA	1/1/2019	12/31/2019	\$66.03	4.00%	Not Applicable
	\$194.89	NA	NA	1/1/2020	12/31/2020	\$68.67	4.00%	
Exempt								

COST PROPOSAL

Consultant or Subconsultant: **NINYO & MOORE** Contract No.: **TBD** Date: **3/28/2017**

Fringe Benefit%	Overhead%	General Administration %	Combined Indirect Cost Rate (ICR) %
NORMAL 47.00%	+	49.00%	= 158.00%
OVERTIME 47.00%	+	49.00%	= 158.00%
			FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rate ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classification only
	Straight	OT (1.5 X)	OT(2 X)	From	To		
Principal Engineer/Geologist/Env. Scientist	\$200.96	NA	NA	1/1/2017	12/31/2017	\$70.81	
	\$209.00	NA	NA	1/1/2018	12/31/2018	\$73.64	
	\$217.36	NA	NA	1/1/2019	12/31/2019	\$76.59	
	\$226.05	NA	NA	1/1/2020	12/31/2020	\$79.65	\$54.81-\$84.13
Exempt							
Senior Engineer/Geologist/Env. Scientist	\$165.46	NA	NA	1/1/2017	12/31/2017	\$58.30	
	\$172.07	NA	NA	1/1/2018	12/31/2018	\$60.63	
	\$178.96	NA	NA	1/1/2019	12/31/2019	\$63.06	
	\$186.11	NA	NA	1/1/2020	12/31/2020	\$65.58	\$50.48-\$59.13
Exempt							
Senior Project Engineer/Geologist/Env. Scientist	\$166.90	NA	NA	1/1/2017	12/31/2017	\$58.81	
	\$173.58	NA	NA	1/1/2018	12/31/2018	\$61.16	
	\$180.52	NA	NA	1/1/2019	12/31/2019	\$63.61	
	\$187.74	NA	NA	1/1/2020	12/31/2020	\$66.15	\$49.04-\$52.40
Exempt							
Project Engineer/Geologist/Env. Scientist	\$114.54	NA	NA	1/1/2017	12/31/2017	\$40.36	
	\$119.12	NA	NA	1/1/2018	12/31/2018	\$41.97	
	\$123.89	NA	NA	1/1/2019	12/31/2019	\$43.65	
	\$128.84	NA	NA	1/1/2020	12/31/2020	\$45.40	\$34.62-\$46.15
Exempt							
Senior Staff Engineer/Geologist/Env. Scientist	\$91.98	NA	NA	1/1/2017	12/31/2017	\$32.41	
	\$95.66	NA	NA	1/1/2018	12/31/2018	\$33.71	
	\$99.49	NA	NA	1/1/2019	12/31/2019	\$35.05	
	\$103.46	NA	NA	1/1/2020	12/31/2020	\$36.46	\$24.52-\$33.65
Exempt							
Staff Engineer/Geologist/Env. Scientist	\$81.20	NA	NA	1/1/2017	12/31/2017	\$28.61	
	\$84.44	NA	NA	1/1/2018	12/31/2018	\$29.75	
	\$87.82	NA	NA	1/1/2019	12/31/2019	\$30.94	
	\$91.33	NA	NA	1/1/2020	12/31/2020	\$32.18	\$26.44-\$31.50
Exempt							

COST PROPOSAL

Consultant or Subconsultant: NINYO & MOORE Contract No.: TBD Date: 3/28/2017

Fringe Benefit%	Overhead%	General Administration %	Combined Indirect Cost Rate (ICR) %
NORMAL 47.00%	+	+	= 158.00%
OVERTIME 47.00%	+	+	= 158.00%
			FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rate ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classification only
	Straight	OT (1.5 X)	OT(2 X)	From	To		
Technical Illustrator/CAD Operator	\$99.33	NA	NA	1/1/2017	12/31/2017	\$35.00	
	\$103.30	NA	NA	1/1/2018	12/31/2018	\$36.40	
	\$107.44	NA	NA	1/1/2019	12/31/2019	\$37.86	
	\$111.73	NA	NA	1/1/2020	12/31/2020	\$39.37	\$20.00-\$37.50
Exempt							
Data Processor	\$77.85	NA	NA	1/1/2017	12/31/2017	\$27.43	
	\$80.96	NA	NA	1/1/2018	12/31/2018	\$28.53	
	\$84.20	NA	NA	1/1/2019	12/31/2019	\$29.67	
	\$87.57	NA	NA	1/1/2020	12/31/2020	\$30.86	\$16.25-\$28.37
Exempt							
Materials Tester (*)	\$194.46	228.72	262.98	1/1/2017	12/31/2017	\$68.52	
	\$202.24	237.87	273.50	1/1/2018	12/31/2018	\$71.26	
	\$210.33	247.38	284.44	1/1/2019	12/31/2019	\$74.11	
	\$218.74	257.28	295.82	1/1/2020	12/31/2020	\$77.08	Not Applicable
Non-Exempt							
Materials Tester (*)	\$199.51	234.66	269.81	1/1/2017	12/31/2017	\$70.30	
	\$207.49	244.05	280.60	1/1/2018	12/31/2018	\$73.11	
	\$215.79	253.81	291.83	1/1/2019	12/31/2019	\$76.04	
	\$224.42	263.96	303.50	1/1/2020	12/31/2020	\$79.08	Not Applicable
Non-Exempt							
Materials Tester (*)	\$205.19	241.34	277.49	1/1/2017	12/31/2017	\$72.30	
	\$213.39	250.99	288.59	1/1/2018	12/31/2018	\$75.19	
	\$221.93	261.03	300.13	1/1/2019	12/31/2019	\$78.20	
	\$230.81	271.47	312.14	1/1/2020	12/31/2020	\$81.33	Not Applicable
Non-Exempt							

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee) Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 2 of 2SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant _____

Ninyo & Moore

Contract No. _____

Date March 27, 2017

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
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IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**PROFESSIONAL SERVICES AGREEMENT
ON-CALL – GEOTECHNICAL ENGINEERING**

THIS AGREEMENT for Professional Services (“Agreement”) is made this _____ day of _____, 2017 (“Effective Date”) by and between the City of Commerce (“City”) and **Twining Geotechnical** (“Contractor”) together sometimes referred to the (“Parties”).

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City’s right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor’s obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City’s project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

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

4.2 Commercial General Insurance and Automobile Liability Insurance.

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

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

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

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

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

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

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

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

- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

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

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;

7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

11.1 Assignment. The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

11.2 Attorneys' Fees. If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

11.3 Venue. In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Steven D. Schiffer.**
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Steve D. Schiffer, PE, GE**
Vice President
Twining Geotechnical
2883 East Spring Street, Suite 300
Long Beach, CA 90806
- Any written notice to City shall be sent to:
- Maryam Babaki**
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Ivan Altamirano, Mayor



Steve D. Schiffer, Vice President

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Eduardo Olivo, City Attorney

EXHIBIT A – SCOPE OF SERVICES

Geotechnical Engineering Expertise



All laboratory testing operations are overseen by a registered geotechnical engineer. With the amount of construction-related, time-sensitive work that Twining performs, our laboratories understand the importance of effectiveness and efficiency as they relate to turnaround times for testing.

Geotechnical Laboratory

Twining maintains a network of state-of-the-art laboratories throughout California, with facilities in Ventura, Long Beach, San Bernardino and San Diego, along with a fleet of mobile laboratories that allow us to conveniently service projects throughout the state. Our fully-accredited geotechnical engineering laboratories are equipped to perform the standard tests needed in geotechnical engineering evaluations, including but not limited to:

- In situ density and moisture content
- Atterberg limits
- Sieve Analysis
- Maximum Dry Density
- Direct Shear
- Consolidation
- Expansion Index
- Sand Equivalent
- Cleanness Value

Geotechnical Investigation

Our experts develop geotechnical investigation programs that include field exploration and laboratory testing to evaluate the subsurface conditions at a wide variety of sites. Typical field investigation methods include small sand large diameter borings, cone penetration testing, down-hole logging, installation of monitoring wells, and trenching for geological/seismological hazards and fault investigations.

Geotechnical Observation and Testing During Construction

Geotechnical construction observation is an integral part of any project as it ensures adherence to the geotechnical design recommendations and project specifications. Once construction on a project begins, our team of highly qualified field technicians provide geotechnical observation and testing during all

- Soundness
- R-Value
- Plate Load Testing
- California Bearing Ratio
- Ground Penetrating Radar

relevant activities. Our engineers understand the importance of communication during construction and work closely with our technicians to provide seamless testing and engineering services. We also have extensive experience meeting the special needs of stringent agencies such as the Division of the State Architect (DSA), Office of Statewide Health Planning and Development (OSHPD) and other public agencies and municipalities.

EXHIBIT B – FEE SCHEDULE

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

Twining Inc

Contract No.

Date 03/27/2017

Fringe Benefit 71.00% + Overhead 41.80% + General Administration 9.00% = 121.80% Combined Indirect Cost Rate (ICR)
(= 0% if Included in OH) (= 0% if Included in OH)

FEE = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Paul Solis/Project Executive Manager/Registered Geotech Engineer	\$ 189.27	\$ 164.10	\$ 164.10	01/01/2017	12/31/2017	\$ 77.58	3.00%	
	\$ 194.95	\$ 169.02	\$ 169.02	01/01/2018	12/31/2018	\$ 79.90	3.00%	
	\$ 200.80	\$ 174.10	\$ 174.10	01/01/2019	12/31/2019	\$ 82.30	3.00%	
Sean Lin/Project Manager/Registered Geotech Engineer	\$ 136.21	\$ 118.09	\$ 118.09	01/01/2017	12/31/2017	\$ 55.83	3.00%	
	\$ 140.30	\$ 121.63	\$ 121.63	01/01/2018	12/31/2018	\$ 57.50	3.00%	
	\$ 144.50	\$ 125.28	\$ 125.28	01/01/2019	12/31/2019	\$ 59.23	3.00%	
Project Engineer	\$ 106.74	\$ 92.54	\$ 92.54	01/01/2017	12/31/2017	\$ 43.75	3.00%	\$31.25 - \$55
	\$ 109.94	\$ 95.31	\$ 95.31	01/01/2018	12/31/2018	\$ 45.06	3.00%	\$32.19 - \$56.65
	\$ 113.24	\$ 98.17	\$ 98.17	01/01/2019	12/31/2019	\$ 46.41	3.00%	\$33.15 - \$58.34
Field Soil Technician*	\$ 104.00	\$ 135.25	\$ 180.34	01/01/2017	12/31/2017	\$ 42.63	3.00%	
	\$ 107.12	\$ 139.30	\$ 185.75	01/01/2018	12/31/2018	\$ 43.63	3.00%	
	\$ 110.34	\$ 143.50	\$ 191.32	01/01/2019	12/31/2019	\$ 45.22	3.00%	
							0.00%	
							0.00%	
							0.00%	
							0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Page 2 of 2

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Date 03/27/2017

SCHEDULE OF OTHER DIRECT COST ITEMS

SUBCONSULTANT #2 ODCs =

IMPORTANT NOTES:

- for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.