

**AGREEMENT FOR SERVICES**

THIS AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

GEOCON CONSULTANTS, INCORPORATED

Consultant

6671 BRISA STREET

LIVERMORE

CA

94550

MAILING ADDRESS

CITY

STATE

ZIP

a California corporation.

N/A

STATE LICENSE CLASSIFICATION & NUMBER (if required) hereinafter referred to as "CONSULTANT."

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for On-Call Materials Testing Services.

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

**AGREEMENT**

**1. SCOPE OF SERVICES:**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in **Exhibit "A."** This AGREEMENT and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full herein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall govern. If any portion of the Agreement Documents is in conflict with any other portion or provisions contained in the AGREEMENT, the AGREEMENT shall govern over the conflicting provisions contained in the exhibits to the AGREEMENT. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's AGREEMENT and attachments, the City's AGREEMENT and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this AGREEMENT as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this AGREEMENT to bind the City in any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this AGREEMENT.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this AGREEMENT is based on such independent investigation and research.

**2. TERM OF AGREEMENT**

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on \_\_\_\_\_ day of \_\_\_\_\_, 2029 unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or designee may, by written instrument signed by the Parties, extend the duration of this AGREEMENT in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

**3. COMPENSATION:**

A. The Consultant shall be paid in accordance to the attached Fee and Deliverables Schedule in **Exhibit "C."** Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) annually or exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) over the duration of the AGREEMENT without City's prior written approval.

B. Said amount shall be paid within 30 days after satisfactory PROJECT progress and approval of the monthly billings by the CITY. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this AGREEMENT. The invoices shall be submitted with the monthly billings.

C. If the work is suspended at the direction of the City, compensation shall be based upon the portion of work completed as of the date of the suspension, subject to Section 4C.

**4. TERMINATION:**

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than ten (10) calendar days' written notice of intent to terminate.

B. The City may suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice of suspension. If City gives such notice of suspension, Consultant shall immediately cease all billable activities under the Agreement, preserve and maintain all project records pending turnover, and contact the City within five calendar days to coordinate the orderly transfer of all project files under this AGREEMENT.

C. Notwithstanding any provisions of this AGREEMENT, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this AGREEMENT by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this AGREEMENT, except as provided in Section 4C. Upon termination, the City shall be entitled to all final work and draft work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 herein.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required herein. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this AGREEMENT in the manner provided in Section 5.

**7. PROPERTY OF CITY:**

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this AGREEMENT. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services herein. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this AGREEMENT and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this AGREEMENT.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this AGREEMENT shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this AGREEMENT whether by assignment or novation, without the prior written consent of the City. However, claims for money due or to become due to Consultant from the City under this AGREEMENT may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

**12. INTEREST IN AGREEMENT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the AGREEMENT, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this AGREEMENT, City determines and notifies Consultant in writing that Consultant's duties under this AGREEMENT warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this AGREEMENT are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this AGREEMENT in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this AGREEMENT except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this AGREEMENT.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than "A" in Class VII.

B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements

providing evidence of coverage for all policies required by the AGREEMENT. The Consultant shall, at their expense, maintain in effect at all times during the performance of work under the AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of Consultant to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this AGREEMENT. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.

b. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

c. Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms: "City of Manteca, its officers, officials, employees, agents, and volunteers".

2. Automobile Liability: If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

a. Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.

b. Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

3. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.

b. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

c. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

6. Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

8. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca.

9. Waiver of Subrogation: Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

10. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

11. SPECIAL RISKS OR CIRCUMSTANCES: The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

12. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

13. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage that is not being maintained, in the form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due to Consultant under this AGREEMENT.

D. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless written approval is obtained by Consultant from the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City’s approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the AGREEMENT.

**17. MISCELLANEOUS PROVISIONS:**

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this AGREEMENT or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this AGREEMENT. Such inspections may be made during regular office hours at any time until eighteen (18) months after the final payments under this AGREEMENT are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered electronically, personally, or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by mail addressed to the parties at the following addresses:

City:

Carrie Whitney  
Management Analyst  
City of Manteca  
1001 W. Center St.  
Manteca, CA 95337

Consultant:

Shane Rodacker, PE, GE  
Vice President  
Geocon Consultants, Incorporated  
6671 Brisa Street  
Livermore, CA, 94550  
925-371-5900  
rodacker@geoconinc.com

E. Governing Law and Venue. This AGREEMENT shall be interpreted and governed by the laws of the State of California, and any legal action relating to this AGREEMENT shall take place in the Superior Court, County of San Joaquin.

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

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

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a “Dispute” and all collectively referred to as the “Disputes”), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by Judicial Arbitration and Mediation Services, Inc. J•A•M•S or its successor in interest. J•A•M•S shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by J•A•M•S, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorneys' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in writing.

K. Execution. This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this AGREEMENT. Each party warrants to the other that the signature to this AGREEMENT have the legal power, right, and authority to enter into this AGREEMENT and to bind each party.

M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment, feasibility

Agreement for Services

study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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**ATTACHMENT 7**

Agreement for Services

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

\_\_\_\_\_  
Toni Lundgren  
City Manager

GEOCON CONSULTANTS, INCORPORATED  
\_\_\_\_\_  
(Type name of Consultant/form of organization)\*

ATTEST:

By:   
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Cassandra Candini-Tilton,  
Director of Legislative Services

\_\_\_\_\_  
Shane Rodacker  
Vice President

COUNTERSIGNED:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Matthew Boring  
Director of Finance

\_\_\_\_\_  
(Type name and title)

COUNTERSIGNED:

Address: 6671 Brisa Street

\_\_\_\_\_  
Stephanie Van Steyn,  
Director of Human Resources

Livermore, CA 94550

Telephone: (925) 371-5900

APPROVED AS TO FORM:  
Andy Pinasco, Interim City Attorney

By: \_\_\_\_\_  
Kousha Mckeenejad, Deputy City Attorney

EXHIBIT A

Scope of Work

## C. TECHNICAL PROPOSAL

### A. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES

#### 1. FIRM PROFILE AND SERVICES

Geocon is a California corporation established in 1971 in San Diego, California. With more than 55 years of continuous service, we have grown organically into the largest California-only professional engineering firm that specializes in materials testing, special inspection, geotechnical engineering, and environmental services for public agencies and private entities. We currently employ over 360 individuals across 11 statewide offices, allowing us to serve client needs promptly, efficiently, and cost-effectively.

Through our statewide offices, we provide a comprehensive range of professional services that support public works infrastructure projects, including:

- Construction Materials Testing (Field and Laboratory)
- Special Inspection (DSA, ACI, CWI, ICC, PTI)
- Geotechnical Engineering
- Engineering Geology
- Environmental Engineering
- Environmental Contracting

Our capabilities related to this contract include:

#### CONSTRUCTION INSPECTION AND MATERIALS TESTING



To confirm compliance with engineering specifications, Geocon is commonly retained to provide quality assurance, materials testing, and special inspection services during construction. Our field technicians and inspectors are certified through recognized agencies, including the California Department of Transportation (Caltrans), American Concrete Institute (ACI), and International Code Council (ICC), and have extensive experience performing testing and inspection services in accordance with Caltrans, ASTM, and AASHTO standards. Our in-house capabilities

for materials testing services include:

#### Materials Testing/Special Inspection Services

- Asphalt Paving
- Pre-Stress and Post-Tensioned Concrete
- Epoxy Anchor Installation
- Reinforced Masonry Construction
- Structural Wood
- Welder Qualifications
- Reinforcing Steel Placement
- Steel & Welding Fabricator Shop Inspections
- Shotcrete/Concrete Placement and Curing
- High-Strength Bolting
- Structural Steel Welding
- Non-Destructive Testing
- Exterior Insulation and Finish Systems
- Fireproofing
- Mechanical Anchors
- Batch Plant Inspections

**Foundations/Ground Improvement**

- Spread Footings/Grade Beam Construction
- Drilled/Driven Pile Installation
- Tie-Back Anchor/Soil Nail Installation
- Prefabricated Vertical Drains
- Conventional/Post-Tensioned Mat Foundation
- Drilled Piers/Shaft Installation
- Micropile Installation
- Proof/Load Testing
- Compaction Grouting
- Vibro-compaction/ Deep Dynamic Compaction

**Earthwork**

- Site Grading Observation
- Sloping
- Compound Excavations/Shoring
- Underground Utility Installation
- Chemical Treatment
- Aggregate Base Placement
- Backfill Compaction Testing
- Subgrade Preparation
- Geotextile/Rock Stabilization
- Percolation Testing
- Rockery Walls
- Instrumentation/Monitoring

**LABORATORY MATERIALS TESTING**

Geocon's multi-agency accredited in-house laboratory and materials testing capabilities include equipment for nearly every aspect of geotechnical soil and aggregate testing, asphalt and concrete evaluation, and concrete strength testing. Our capacities also include reinforcing steel strength evaluation and masonry strength testing. Tests are performed and reported in accordance with specified test procedures such as American Society for Testing and Materials (ASTM), Caltrans or American Association of State Highway and Transportation Officials (AASHTO). Geocon maintains an in-house quality assurance program (QAP) to provide a professional level of accuracy and reproducibility acceptable to current industry standards. This is accomplished through internal staff training, calibration of testing apparatus by certified independent agencies, and periodic inspection by outside accredited testing and inspection agencies.

Laboratory test results are reported in accordance with project requirements and City standards, with passing results typically provided within 72 hours and failing results reported within 24 hours, unless the duration of the test exceeds these timeframes.

**FINANCIAL CONDITION**

Geocon maintains a strong financial condition and has the financial capacity and resources necessary to support the services described in this proposal. The firm has no known financial, legal, or organizational conditions that would impede its ability to successfully complete the requested services. In accordance with the RFP requirements, Geocon's audited overhead report and Certification of Indirect Costs and Financial Management System are included in Appendix B as equivalent documentation demonstrating the firm's financial condition and financial management practices.

## 2. FIRM EXPERIENCE

Geocon has extensive experience providing geotechnical engineering, materials testing, and special inspection services to public works agencies throughout California. These agreements support capital improvement programs, including roadway rehabilitation, bridge improvements, utility replacements, drainage facilities, parks, and other public infrastructure. Services are often performed under short-duration and concurrent assignments requiring responsive mobilization, coordinated laboratory support, and timely reporting.

Representative Northern California on-call clients include the following current and recent contracts:

- City of Mountain House On-Call Materials Testing, Geotechnical Engineering, & Environmental Services
- City of Modesto On-Call Geotechnical Engineering
- San Joaquin County Bridge Projects – On-Call Sub Services to County’s CM
- City of Pittsburg On-Call Materials Testing, Geotechnical Engineering, & Hazmat Services
- City of San Pablo On-Call Geotechnical Consulting & Materials Testing
- Contra Costa County Public Works On-Call Geotechnical Engineering & Materials Testing
- City of Dublin On-Call Materials Testing
- City of Pleasanton On-Call & Materials Testing
- City of Orinda On-Call Geotechnical Engineering
- City of Newark On-Call Geotechnical Engineering & Peer Review and Materials Testing
- County of San Mateo On-Call Special Inspection & Materials Testing
- City of San Rafael On-Call Geotechnical Engineering
- City of Belmont On-Call Materials Testing
- City of Gilroy On-Call Geotechnical Engineering & Materials Testing
- City of Napa On-Call Geotechnical Engineering
- City of San Bruno On-Call Geotechnical Engineering
- City of Vallejo On-Call Geotechnical Engineering & Materials Testing
- County of Monterey On-Call Geotechnical Engineering Services
- City of Vacaville, On-Call Geotechnical Engineering & Materials Testing
- County of Napa, On-Call Geotechnical Engineering, Materials Testing, & Special Inspection Services
- Santa Clara County Housing Authority On-Call Geotechnical Engineering
- Solano County Department of Resource Management On-Call Materials Testing
- Solano County General Services Professional (Geotechnical) Engineering
- Sonoma County Regional Parks On-Call Geotechnical Engineering
- Sonoma County Transportation & Public Works On-Call Geotechnical Engineering
- Town of Moraga On-Call Geotechnical Engineering & Civil Engineering
- City of American Canyon On-Call Geotechnical Services
- City of Benicia On-Call Geotechnical Engineering & Materials Testing
- City of Martinez On-Call Geotechnical Engineering

In addition to the contracts noted above, Geocon was recently competitively selected for on-call materials testing services with the County of San Joaquin, reflecting the County’s continued confidence in our performance under similar task order-based agreements. Additional detailed project examples and client references are provided in **Subsection 4**.

Representative sample work products, including materials testing reports, field documentation, and laboratory summaries, are provided in Appendix A.

## 3. EXPERIENCE WITH REGULATORY AGENCIES

Geocon has extensive experience working with local, regional, state, and federal agencies having jurisdiction over public works and capital improvement projects. Our team performs services in accordance with applicable agency standards, including Caltrans, FHWA, AASHTO, and local agency specifications, and is familiar with permitting and regulatory requirements at all levels.

Our team coordinates directly with agency staff during design and construction to support permitting, inspection, and project acceptance processes, including communication with City and County departments, transportation agencies, and regulatory entities to facilitate timely review, documentation, and project closeout.

Geocon also regularly supports projects funded through state and federal programs and is experienced in the use of Local Assistance Procedures Manual (LAPM) documentation, ensuring compliance with agency procedures and funding requirements.

#### 4. PAST WORK / REFERENCES

The following detailed references represent on-call contracts performed within the last three years that are similar in scope and delivery method to the services requested under this RFQ:

##### CITY OF DUBLIN ON-CALL MATERIALS TESTING & GEOTECHNICAL ENGINEERING

**Client contact:** Andrew Russell, Director of Public Works, City of Dublin, (925) 833-6630, [andrew.russell@dublin.ca.gov](mailto:andrew.russell@dublin.ca.gov)



Geocon currently provides on-call materials testing and geotechnical engineering services to the City of Dublin under a multi-year, task order-based agreement supporting roadway, utility, and public facility improvements. Since 2012, we have delivered special inspections, field and laboratory materials testing, and construction-phase engineering support for capital improvement projects throughout the City.

Assignments have included evaluation of pavement distress, storm drain performance, and subgrade conditions, development of repair recommendations and construction-phase testing and observation. Representative task orders include:

**2023 Street Resurfacing:** Geocon performed QA materials testing services for the City's annual resurfacing project, which included slurry seal, dig-out repairs, and asphalt overlay on various city streets.

**2021 Slurry Seal:** Our services included materials testing services for the annual slurry seal, which rehabilitated approximately 80 street segments and over 28,000 square feet of asphalt base repairs. Geocon performed onsite observation and testing during HMA overlay and sealing operations.

**Dublin Senior Center Wall Repairs:** This project involved repairs to a retaining wall at the City's Senior Center. Geocon provided special inspections for epoxy anchor pull tests and shear nailing.

**Shannon Avenue Pavement Seepage:** Our services included consultation pertaining to water seepage through pavement along Shannon Avenue in front of the Shannon Community Center. Our investigation aimed to determine if the source is groundwater - potentially influenced by historical creek alignments or nearby faults - and to develop a solution for potential inclusion in the City's 2025 Street Resurfacing project.

**FEMA Landslide Repair Projects:** As part of a competitively selected design team, Geocon performed geotechnical investigations as well as construction testing and inspection services for the FEMA-funded repair of multiple landslides that occurred during the heavy winter storms in late 2022 and early 2023.

## CITY OF NEWARK, ON-CALL GEOTECHNICAL ENGINEERING & MATERIALS TESTING

**Client Contact:** Jayson Imai (Former Assistant City Engineer, City of Newark; current City Engineer, City of San Leandro): (510) 577-3428, [jimai@sanleandro.org](mailto:jimai@sanleandro.org); Michael Carmen, Assistant Engineer, City of Newark, (510) 678-4320, [michael.carmen@newarkca.gov](mailto:michael.carmen@newarkca.gov)



Geocon currently provides on-call geotechnical engineering and materials testing services to the City of Newark under a multi-year, task order-based agreement supporting roadway rehabilitation, utility improvements, public facility construction, and other capital improvement projects. Services are delivered on an as-needed basis and coordinated directly with City engineering and inspection staff to support active construction schedules and short-duration assignments.

Prior to the current on-call contract, Geocon completed a design-level geotechnical investigation for the City's new Civic Center, evaluating liquefaction potential and developing ground improvement recommendations. During construction, we provided geotechnical observation and materials testing services associated with site grading and installation of vibratory stone columns for ground improvement. Services included field density testing, laboratory testing, submittal review, and evaluation of shoring and temporary support systems to confirm compliance with project specifications and applicable standards.

Materials testing services performed under this agreement are performed in accordance with ASTM standards, California Testing Methods, and applicable agency requirements. Field and laboratory coordination is managed to ensure timely communication of results and documentation to support construction decision-making and maintain project schedules. Representative projects have included:

**2025 AC Repairs:** Geocon provided quality assurance (QA) materials testing for the City's 2025 AC Repairs project. Services included in-place density testing of recently completed asphalt pavement repairs at various locations throughout the City. Field compaction testing of hot-mix asphalt (HMA) repairs was performed in accordance with project requirements, with results compared to theoretical maximum density values provided by the City.

**2024 AC Overlay:** Geocon performed quality assurance (QA) materials testing for the City's 2024 AC Overlay. The project included the placement of approximately 4,300 tons of hot-mix asphalt (HMA) on various streets throughout the City. Pavement patching was also conducted in isolated locations throughout the project limits. Geocon's services included field testing and sampling during construction and HMA placement, and laboratory materials testing.

**CITY OF PLEASANTON, ON-CALL GEOTECHNICAL ENGINEERING & MATERIALS TESTING**

**Client contact:** Adam Nelkie, Assistant Director of Engineering, City of Pleasanton, (925) 931-5675, [anelkie@cityofpleasantonca.gov](mailto:anelkie@cityofpleasantonca.gov)



Geocon has provided on-call geotechnical engineering, materials testing, and construction inspection services to the City of Pleasanton since 2011 under a task order-based agreement supporting roadway, utility, park, and federally funded capital improvement projects. Services include geotechnical investigations, pavement coring, independent assurance testing, quality assurance inspections, and construction-phase engineering support performed in accordance with ASTM standards, California

Testing Methods, and Caltrans requirements where applicable. Representative task orders include:

**Annual Slurry Seal Projects:** Geocon has provided field observation, materials sampling, and testing services for annual slurry seal placement projects from 2020 to present. The 2024 project included slurry seal placement along Dublin Canyon Road and residential streets, requiring daily site visits, materials sampling, and coordination with City construction staff to maintain schedule compliance.

**Hopyard & Owens Roadway Improvements:** Geocon performed materials testing and inspection services for pavement, soundwall, and intersection improvements. Portions of the project were within Caltrans right-of-way, requiring testing and inspection in conformance with Caltrans standards. Geocon also prepared a Caltrans-approved Geotechnical Design Report for the project.

**Bernal Ave. Water Main Replacement:** Services included materials testing and observation during installation of approximately 1,635 linear feet of 18-inch water main and associated surface restoration, including asphalt pavement, curb and gutter, and sidewalk repairs.

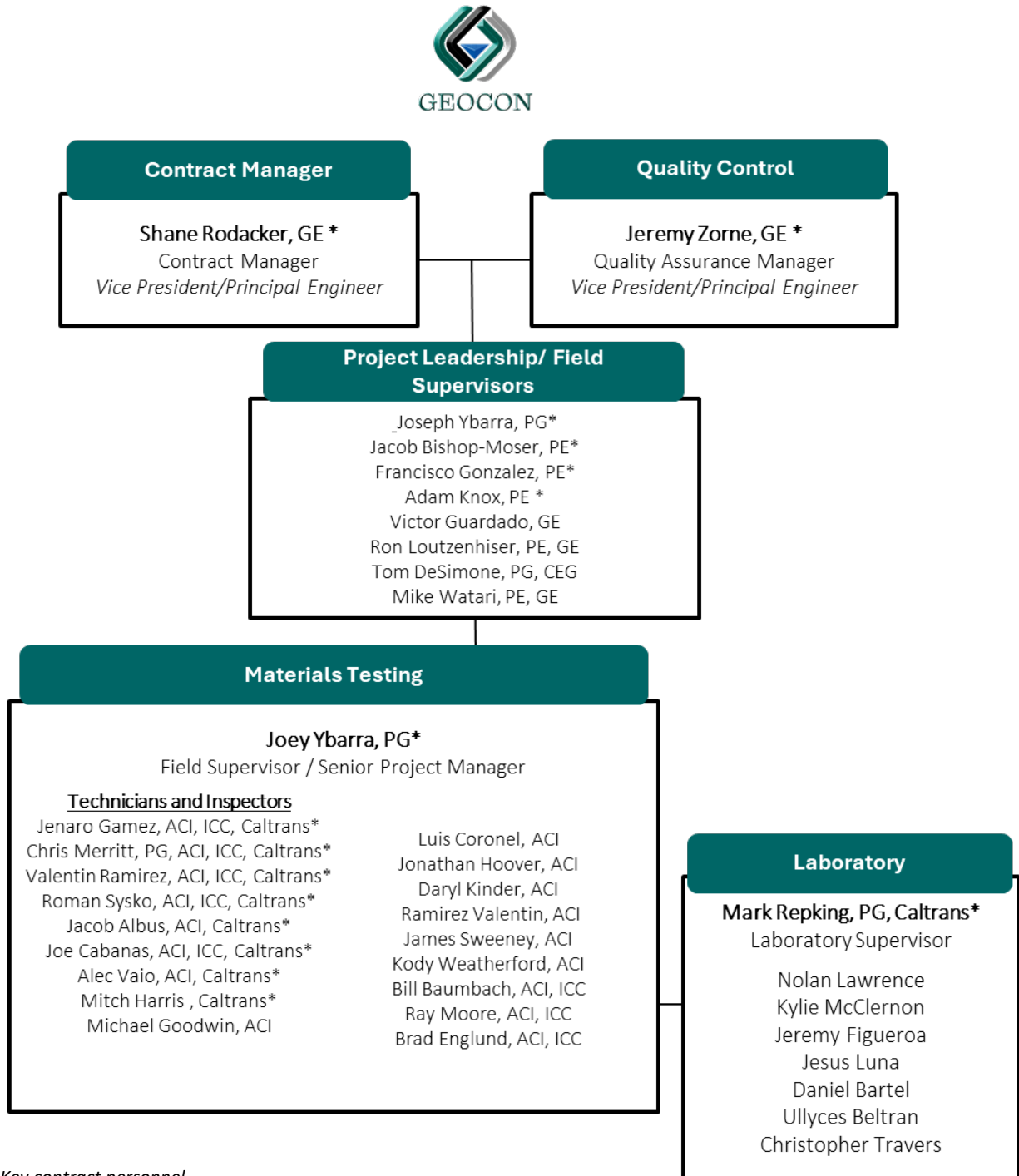
**Park and Trail Improvement Projects:** Geocon provided geotechnical testing, storm drain observation, special inspections, and quality assurance materials testing for improvements at Val Vista Park, Rotary Park, and the reconstruction of approximately two miles of the Arroyo Mocho Trail within a flood-control channel.

Services have also included independent assurance testing and review for federally funded projects and materials testing performed within Caltrans right-of-way in accordance with Caltrans requirements. Assignments span roadway rehabilitation, utility improvements, bridge repairs, and trail reconstruction projects delivered concurrently under the City's Capital Improvement Program.

## B. PROPOSED STAFFING AND PROJECT ORGANIZATION

Our proposed team has extensive experience supporting local agency programs involving pavement rehabilitation, ADA improvements, utility replacements, and related public works infrastructure. The team is structured to provide efficient coordination, accurate reporting, and responsive communication in support of the City’s objectives.

The organizational chart below illustrates available key and support personnel, followed by a table identifying our key personnel, roles, years of experience, locations, and relevant registrations and certifications.



\*Key contract personnel.

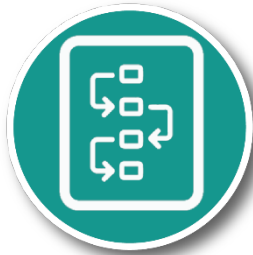
Key Personnel	Role /Assignment	Experience	Location	Certifications/ Registrations
Shane Rodacker, PE, GE	Contract Manager Principal Engineer	Overall: <b>28</b> With firm: <b>23</b>	Livermore	PE #63291 GE #2915
Jeremy Zorne, PE, GE	Quality Assurance Manager Principal Engineer	Overall: <b>28</b> With firm: <b>28</b>	Rancho Cordova Stockton	PE #60936 GE #2636
Joey Ybarra, PG	Sr. Project Geologist	Overall: <b>13</b> With firm: <b>2</b>	Stockton	PG #9823
Jacob Bishop-Moser, PE	Sr. Project Engineer	Overall: <b>13</b> With firm: <b>13</b>	Livermore	PE #91625
Francisco Gonzalez, PE	Project Engineer	Overall: <b>11</b> With firm: <b>11</b>	Livermore	PE #93959
Adam Knox, PE	Project Engineer	Overall: <b>23</b> With firm: <b>2</b>	Livermore	PE #67548
Mark Repking, PG	Laboratory Manager	Overall: <b>23</b> With firm: <b>21</b>	Rancho Cordova	PG #8569
Jenaro Gamez, ACI, ICC	Field Operations Manager	Overall: <b>9</b> With firm: <b>5</b>	Stockton	ACI Concrete; ICC Reinforced Concrete; Caltrans
Chris Merritt, PG, ACI, ICC	Sr. Materials Technician/Inspector	Overall: <b>30</b> With firm: <b>23</b>	Livermore	PG #7156; ACI Concrete; ICC Reinforced Concrete; ICC Structural Masonry; Nuclear Gauge; Caltrans
Roman Sysko, EIT, ICC, ACI	Sr. Materials Technician/ Inspector	Overall: <b>9</b> With firm: <b>2</b>	Rancho Cordova	ACI Concrete; ICC Fireproofing; Nuclear Gauge; Caltrans
Valentin Ramierz, ACI, ICC	Sr. Materials Technician / Inspector	Overall: <b>12</b> With firm: <b>2</b>	Rancho Cordova	ACI Concrete; ICC Soils., Caltrans
Joseph Cabanas, ACI, ICC	Materials Technician / Inspector	Overall: <b>6</b> With firm: <b>2</b>	Livermore	ACI Concrete; ICC Soils, Masonry, Nuclear Gauge; Caltrans
Jacob Albus, ACI	Materials Technician	Overall: <b>8</b> With firm: <b>8</b>	Stockton	ACI Concrete; Nuclear Gauge; Caltrans
Alec Vaio, ACI	Materials Technician	Overall: <b>5</b> With firm: <b>5</b>	Stockton	ACI Concrete; Nuclear Gauge; Caltrans
Mitch Harris, ACI	Materials Technician	Overall: <b>4</b> With firm: <b>4</b>	Rancho Cordova	ACI Concrete; Nuclear Gauge; Caltrans

## AVAILABILITY

All key personnel identified for this project will be available to the extent proposed for the duration of the contract, and no key personnel will be reassigned without prior written concurrence from the City. Key leadership, including Mr. Rodacker and Mr. Ybarra will be available throughout the duration of the contract and have the capacity to manage concurrent task orders and fluctuating workloads. Both will remain actively engaged and accessible to City staff to ensure continuity, responsiveness, and consistent coordination. The proposed team is supported by experienced engineers, laboratory personnel, and field technicians with sufficient depth to provide coverage for multiple simultaneous projects and maintain required response times.

## C. WORK PLAN

### 1. APPROACH AND WORK PLAN



Geocon understands that the City of Manteca requires responsive, on-call materials testing services to support a variety of development and capital improvement projects. Services will be performed on an as-needed, task order basis and will require coordination with City staff, inspectors, and contractors to support active construction schedules. Timely mobilization, accurate testing, and clear reporting are critical to maintaining project schedules and supporting construction decisions.

Geocon's Northern California operations are supported by five offices located in Stockton, Livermore, Suisun City, Rancho Cordova, and Rocklin, staffed by approximately 80 engineers, geologists, inspectors, laboratory personnel, and field technicians with experience supporting municipal public works programs. Accredited laboratory facilities and field equipment are maintained to support testing of soils, aggregate, asphalt, concrete, grout, and other construction materials in accordance with applicable standards.

Geocon currently maintains multiple active on-call contracts with similar scope and delivery methods. These assignments routinely involve short-duration task orders and overlapping construction schedules. Workload is managed through centralized project management and coordinated dispatch operations, allowing personnel to be assigned based on technical expertise, proximity, and availability while maintaining continuity of service.

### 2. TASK ORDER EXECUTION AND RESPONSIBILITIES



Upon receipt of a task order, Geocon will coordinate with City staff to confirm scope, schedule, and testing requirements. The Project Manager will assign appropriate personnel and coordinate mobilization of field and laboratory resources based on project needs and required certifications.

Field technicians perform testing and observation services in accordance with ASTM standards, California Testing Methods, and project specifications, including in-place density testing, materials sampling, and documentation of construction activities. Samples are collected under established chain-of-custody procedures and transported to Geocon's accredited laboratory for analysis.

Laboratory testing includes gradation, moisture-density relationships, compressive strength testing, asphalt binder content, air voids, and other required material properties. Laboratory personnel coordinate closely with field staff to ensure timely processing and reporting of results.

Data are compiled into formal reports and reviewed by a licensed professional engineer prior to issuance to the City. The Project Manager maintains communication with City staff throughout the assignment to provide updates, address field conditions, and respond to contractor inquiries or unforeseen site conditions.

Geocon also provides consultation for unexpected subsurface conditions, contractor RFIs, and emergency repair work, including rapid mobilization and expedited laboratory testing when required to support ongoing construction activities.

**Services are performed in a coordinated and consistent manner across all assignments to ensure clear alignment between scope and execution. The work plan described below is structured to align with the Scope of Services identified in the RFP and reflects Geocon’s standard approach to delivering on-call materials testing services under task order-based agreements:**

Upon authorization of a task order, Geocon will coordinate with City staff to confirm scope, schedule, testing requirements, and reporting expectations. The Project Manager will assign appropriate personnel based on required certifications, project location, and availability, and will coordinate mobilization of field and laboratory resources.

Field services will be scheduled to support active construction operations, including observation and testing of earthwork, aggregate base, asphalt, and concrete materials in accordance with project specifications. Field personnel will document testing activities and communicate results to the Project Manager and City staff as work progresses.

Collected samples will be transported to Geocon’s accredited laboratory under established chain-of-custody procedures. Laboratory testing will be performed in accordance with ASTM standards, California Testing Methods, and applicable agency requirements. Results will be reviewed by senior technical staff and a licensed professional engineer prior to issuance.

The Project Manager will maintain ongoing communication with City staff throughout the task order to provide status updates, address field conditions, and coordinate responses to contractor inquiries or unforeseen site conditions.

Upon completion of the task order, Geocon will provide final testing documentation and summaries as required to support project closeout and acceptance.

### **III. QUALITY CONTROL AND SCHEDULE CONTROL**



Geocon implements a comprehensive quality assurance and quality control program to ensure accuracy, consistency, and compliance with project requirements. All field and laboratory data are independently reviewed by senior technical staff and a licensed professional engineer prior to release. Approximately 10 to 15 percent of total project effort is devoted to QA/QC and project management activities, including data verification, report review, and compliance confirmation.

Testing and reporting are performed in accordance with ASTM standards, California Testing Methods, and applicable City and Caltrans requirements. Standardized procedures, calibrated equipment, and certified personnel are utilized to maintain consistency and reliability of results.

Schedule control is maintained through coordinated field and laboratory operations, proactive communication with City staff, and efficient dispatch of personnel based on project needs. Geocon monitors task order schedules and adjusts staffing levels as necessary to meet project timelines, including support for short-duration assignments and overlapping construction activities. Laboratory and field coordination ensures timely delivery of results to support construction progress and decision-making.

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT.

CONSULTANTS

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

Vice President

EXHIBIT C

Fee and Deliverables Schedule



**2026 SCHEDULE OF FEES**

FEES WILL INCREASE BY 3% (ROUNDED UP TO THE NEAREST DOLLAR) AT THE START OF EACH CALENDAR YEAR FOR THE DURATION OF THE CONTRACT.

**PROFESSIONAL SERVICES**

Engineering Field Technician/Special Inspector I .....	\$175/hr.
Engineering Field Technician/Special Inspector II .....	175/hr.
Engineering Field Technician/Special Inspector III/NDT Technician .....	175/hr.
Laboratory Technician/Engineering Assistant .....	105/hr.
Senior Laboratory Technician .....	130/hr.
Laboratory Supervisor .....	165/hr.
Administrative Assistant/Word Processor/Technical Editor/Dispatcher .....	100/hr.
Technical Illustrator/CAD/Drafter/GIS Specialist .....	130/hr.
Staff Engineer/Geologist/Scientist/Field Supervisor* .....	140/hr.
Senior Staff Engineer/Geologist/Scientist* .....	150/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor* .....	165/hr.
Senior Project Engineer/Geologist/Scientist* .....	185/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist .....	200/hr.
Principal Engineer/Geologist/Scientist .....	315/hr.
Senior Principal Engineer/Geologist/Scientist/Litigation Support .....	260/hr.
Deposition or Court Appearance .....	450/hr.
Attorney Fees (General) .....	450/hr.
Overtime (>8 to 12 hrs.), Saturday, and Night Rate .....	1.5x Regular Hourly Rate
Overtime (>12 hrs.), Sunday, and Holiday Rate .....	2x Regular Hourly Rate
Minimum Field Services Fee (per day or call-out) .....	4 Hours (Day) / 8 Hours (Night)
Short Notice Cancellation Fee (after 4 PM the day prior or upon/after arrival to project site) .....	4 Hours (Day) / 8 Hours (Night)
* Hourly Surcharge for Prevailing Wage (PW) per California Labor Code §1720, et seq. ....	\$60/hr.

**TRAVEL**

Personnel .....	Regular Hourly Rate
Subsistence (Per Diem) .....	\$250/day
Vehicle Mileage .....	\$0.90/mile

**EQUIPMENT & ANALYTICAL TESTS**

Nuclear Gauge .....	\$31/hr.	Level D PPE/Decon Rinse Equipment .....	\$60/day
Pick-up Truck .....	20/hr or 160/day	pH/Conductivity/Temperature Meter .....	75/day
Equipment Truck .....	250/day	55-gallon drum .....	125/ea.
Direct-Push Rig/Operator .....	215/275(PW)/hr.	TPHg (EPA 8015M) .....	90/ea.
Direct-Push Sample Liner .....	12/ea.	TPHd/mo (EPA 8015M) .....	90/ea.
Equipment Trailer .....	125/day	Fuel Oxygenate Compounds (EPA 8260B) .....	135/ea.
Wenner 4-Pin Earth Resistivity Meter .....	250/day	Volatile Organic Compounds (EPA 8260B) .....	165/ea.
Coring Machine (concrete, asphalt, masonry) .....	275/day	Semi-Volatile Organic Compounds (EPA 8270) .....	315/ea.
Dynamic Cone Penetrometer .....	250/day	CAM 17 Metals (EPA 6010B) .....	210/ea.
Inclinometer .....	250/day	Single Metal (EPA 6010B) .....	45/ea.
Generator or Air Compressor .....	150/day	STLC or TCLP Extraction .....	80/ea.
GPS Unit .....	160/day	Soil pH (EPA 9045C) .....	35/ea.
Drive-Tube Sampler or Hand-Auger .....	50/day	Organochlorine Pesticides (EPA 8081) .....	130/ea.
Soil Sample Tube (Brass or Stainless) .....	18/ea.	Naturally Occurring Asbestos (CARB 435) .....	200/ea.
Water Level Indicator .....	50/day	Asbestos PLM .....	25/ea.
Battery-Powered Pump .....	100/day	Asbestos 1,000-pt Count .....	110/ea.
Photo-Ionization Meter .....	150/day	48-hr/24-hr Turnaround Time .....	60%/100% surcharge

**LABORATORY TESTS**

**COMPACTION CURVES**

4-inch mold (D1557/D698) .....	\$275/ea.
6-inch mold (D1557/D698) .....	275/ea.
California Impact (CAL216) .....	275/ea.
Check Point .....	125/ea.

**SOIL AND AGGREGATE STABILITY**

Resistance Value, R-Value (D2844/CAL301) .....	\$690/ea.
R-Value, Treated (CAL301) .....	690/ea.
California Bearing Ratio (D1883) .....	600/ea.
Stabilization Ability of Lime (C977) .....	225/ea.

# ATTACHMENT 7

## SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117) .....	\$110/ea.	Moisture Determination, tube sample (D2216) .....	\$30/ea.
Wet Sieve Analysis to #200 (D422/CAL202) .....	457/ea.	Moisture Determination and Unit Weight (D2937) .....	50/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913) .....	457/ea.	Atterberg Limits: Plasticity Index (D4318) .....	230/ea.
Hydrometer Analysis (D422) .....	225/ea.	Sand Equivalent (D2419/CAL217) .....	135/ea.
Sieve Analysis with Hydrometer (D422) .....	650/ea.	pH and Resistivity (CAL643) .....	130/ea.
Specific Gravity, Soil (T100) .....	125/ea.	Sulfate Content (CAL417) .....	110/ea.
Specific Gravity Coarse Aggregate (C127) .....	100/ea.	Chloride Content (CAL422) .....	85/ea.
Specific Gravity Fine Aggregate (C128) .....	125/ea.	Organic Content (D2974) .....	100/ea.
		Cut/Extract Shelby Tube .....	100/ea.

## SHEAR STRENGTH

Unconfined Compression (D2166) .....	\$135/ea.
Direct Shear (3 points) (D3080) .....	450/ea.
Unconsolidated-Undrained Triaxial Shear (D2850) .....	175/pt.
Unconsolidated-Undrained Triaxial Staged (D2850) .....	250/ea.
Consolidated-Undrained Triaxial Shear (D4767) .....	385/pt.
Consolidated-Undrained Triaxial Staged (D4767) .....	500/ea.
Consolidated-Drained Triaxial Shear (EM1110) .....	500/pt.
Consolidated-Drained Triaxial Staged (EM1110) .....	750/ea.

## PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084) .....	\$385/ea.
Permeability, Rigid Wall (D5856) .....	385/ea.
Consolidation (D2435) .....	80/pt.
Expansion Index (D4829/UBC 29-2) .....	275/ea.
Swell/Collapse (D4546) .....	190/pt.

## AGGREGATE QUALITY

Sieve Analysis to #200 (C136) .....	\$457/ea.
L.A. Rattler Test (500 rev.) (C131) .....	235/ea.
Durability Index (D3744/CAL229) .....	175/ea.
Fine Aggregate Angularity (CAL 234) .....	175/ea.
Flat and Elongated Particles (D4791/CAL 235) .....	175/ea.
Percent Crushed Particles (CAL205) .....	150/ea.

## CONCRETE / SHOTCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39) .....	\$55/ea.
Compressive Strength, Cores (C42) .....	125/ea.
Flexural Strength Beam (C78/C293) .....	125/ea.
Splitting Tensile Test (C496) .....	125/ea.
DSA Masonry Shear (DSA-207) .....	125/ea.
Shotcrete Panel Coring and Comp. Strength (C1140) ..	125/ea.
Rebar Tensile/Bend (up to #11/#11 and larger) .....	425/500/ea.
CMU Compressive Strength (C140) .....	110/ea.
Compressive Strength, Grout (C1019/UBC 21-19) .....	40/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16) ..	40/ea.
CMU Unit Wt., Dimen., Absorption (C140) .....	100/ea.
Compressive Strength, Masonry Prism (C1314) .....	265/ea.

## HOT MIX ASPHALT

HMA Air Voids, Gyrotory (T269) .....	\$550/ea.
Hamburg Wheel Tracker (T324) .....	1,200/ea.
Theoretical Max. Specific Gravity (D2041/CAL309) .....	210/ea.
Ignition/Sieve Analysis (C136/CAL202) .....	225/ea.
HMA Core Unit Weight (D1188/CAL308) .....	110/ea.
% Asphalt, Ignition Method (D6307/CAL382) .....	175/ea.
% Asphalt, Ignition Calibration (D6307/CAL382) .....	500/ea.
Tensile Strength Ratio (T283) .....	1,200/ea.

**\*2X surcharge on rush turnaround for laboratory testing**

## TERMS AND CONDITIONS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal in two-hour increments in accordance with the stated hourly rates herein, with a minimum four-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of **\$50,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.  
Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of **\$100,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.