



March 26, 2018

Mr. Mike Hall, Acting General Manager  
Reclamation District 2035  
45332 County Road 25  
Woodland, California, 95776

Dear Mr. Hall,

Subject: Proposal for Geo-Technical Sampling and Laboratory Testing Reclamation District 2035 Soils

Wood Rodgers, Inc. (Wood Rodgers) is pleased to provide the following proposal to Reclamation District 2035 (RD 2035) for geo-technical sampling and testing RD 2035 soils to assess if they can be used as borrow material for levee construction and repair work.

## **BACKGROUND**

The Central Valley Flood Protection Board regulations (Title 23) prescribe the requirements for fill material that can be used for new levee construction and for repairing existing levees. According to the California Code of Regulations, Title 23, the levee fill material must meet the following requirements:

- 20 percent or greater passing the No. 200 sieve;
- Plasticity Index (PI) equal to or greater than 8; and
- Liquid Limit (LL) less than 50.

To document that the RD 2035 soil can be used as fill material for new levee construction and for repairing an existing levee, soil samples must be collected and tested according to the American Society for Testing and Materials (ASTM). Wood Rodgers plans to hire Geocon Consultants, Inc. (Geocon) as a sub-contractor to perform soil sampling and lab work. Geocon has extensive experience in soil sampling and testing (see **Attachment 1**), and they have helped other clients in identifying potential borrow sites. They have their own soils testing lab in Rancho Cordova, California. Wood Rodgers' expertise in levee design work and Geocon's experience in soil sampling and testing would be an excellent combination to accomplish this task.

## **SCOPE OF WORK**

- Identify the location of potential borrow sites based on the Natural Resources Conservation Service (NRCS) soil survey maps.
- In conjunction with RD 2035 staff, select ten test pit locations.
- Perform a site reconnaissance to review project limits and mark out exploratory excavation locations for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory test pits at the site.
- Excavate ten test pits to depths ranging from approximately 6 to 10 feet at the pre-determined locations.
- Obtain representative soil samples from exploratory test pits.
- Log the exploratory test pits in accordance with the Unified Soil Classification System.
- Photo-document each test pit.
- Upon completion of sampling and logging, backfill the test pits with the excavated material.
- Perform the following laboratory tests on selected samples:
  - Grain Size Distribution, ASTM D422 and D6913 (assume 20 samples)
  - Atterberg Limits, ASTM D4318 (assume 20 samples)
  - Moisture Content, ASTM D2216 (assume 20 samples)
  - Compaction Curve, ASTM DI 557 (assume 10 samples)
- Prepare a Technical Memorandum (TM) with findings, conclusions, and recommendations:
  - Site Plan showing the locations of the exploratory test pits;
  - Logs of the exploratory test pits, including depth to groundwater (if encountered), photos of the test pits;
  - Laboratory test results; and
  - Opinion of the suitability of site materials for use as fill material for new levee construction and for repairing existing levees.

- If the RD 2035 soils meet the criteria to be used as levee fill material, then Wood Rodgers' staff will work with the California Department of Water Resources (DWR) and the CVFPB to include RD 2035 on their list of potential borrow sites.

Wood Rodgers' proposed Budget for this work is shown on **Table 1** (attached). Wood Rodgers proposes to perform the Scope of Work listed above on a Time and Materials basis not to exceed the total fee included in Table 1 without prior written authorization by RD 2035. The work will be completed in accordance with Wood Rodgers' Invoicing Payment and Liabilities Policies, **Exhibit A** (attached), and Wood Rodgers' Sacramento Fee Schedule, **Exhibit B** (attached).

## **SCHEDULE**

Wood Rodgers' staff will coordinate with the Conaway Preservation Group (CPG) staff and the RD 2035 staff throughout the project to target completion of this task after three months from the approval to proceed with the project.

Wood Rodgers appreciates the opportunity to submit this proposal for your consideration, and looks forward to assisting you with this assignment.

If you have any questions regarding this proposal, please contact me at 916-326-5294.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jonathan Kors', with a stylized flourish at the end.

Jonathan Kors, P.E.  
Vice President

Enclosures:

Table 1

Exhibit A

Exhibit B

Attachment 1

**Table 1**  
**RECLAMATION DISTRICT NO. 2035**

**Proposal for Geo-technical Sampling and Laboratory Testing**

		DIRECT LABOR CLASSIFICATIONS				TOTAL HOURS	DIRECT LABOR	SUBCONSULTANT	DIRECT EXPENSES	SUBCONSULTANT MARKUP 10%	TOTAL
		Principal Engineer II/Project Manager	Associate Engineer III	Staff Engineer III	Project Coordinator						
TASK		\$240	\$195	\$140	\$120						
A.	Perform Project Management	2	4	0	2	8	\$1,500		\$38		\$1,538
B.	Site Selection Coordination	0	4	0		4	\$780		\$20		\$800
C.	Preparation of the Technical Memorandum	0	8	0	2	10	\$1,800		\$45		\$1,845
D.	Soil Samples and Lab. Work							\$13,180		\$1,318	\$14,498
		2	16	0	4	22	\$4,080	\$13,180	\$102	\$1,318	<b>\$18,680</b>

## EXHIBIT A



### INVOICING PAYMENT & LIABILITY POLICIES

1. "Reimbursable expenses" are not included in proposal costs, and shall include actual expenditures made by Wood Rodgers Inc. in the performance of its services (blueprints, reproductions, etc.) and shall be billed at vendor invoice.
2. Invoices are submitted monthly by Wood Rodgers, Inc. Client shall notify Wood Rodgers, Inc. in writing of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers, Inc. does not receive full payment within thirty (30) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers, Inc. in connection with collection of delinquent accounts of Client.
4. If a delinquency occurs, Wood Rodgers, Inc. may choose to suspend work upon ten- (10) days written notice to Client. Wood Rodgers, Inc. shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers, Inc. chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers, Inc. suspends its work pursuant to this paragraph, Wood Rodgers, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers, Inc. harmless from and against any and all damages, costs, attorney's fees, and/or other expenses which Wood Rodgers, Inc. may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers, Inc. recognize the risks, rewards and benefits of the project and Wood Rodgers, Inc. total fee for services. The risks have been allocated such that Client and Wood Rodgers, Inc. agrees that, to the fullest extent permitted by law, Wood Rodgers, Inc. total liability to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability of **\$18,680.00**. Such causes include but are not limited to Wood Rodgers, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.
8. This agreement and the applicable Services Authorization & Agreement or Proposal/Contract constitute the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.

**EXHIBIT "B"**



**SACRAMENTO FEE SCHEDULE**  
**Effective January 1, 2018**

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$240
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$205
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$185
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$170
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$160
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$150
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$140
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$110
CAD Technician III	\$135
CAD Technician II	\$120
CAD Technician I	\$105
Project Coordinator	\$120
Administrative Assistant	\$100
1 Person Survey Crew	\$185
2 Person Survey Crew	\$270
3 Person Survey Crew	\$350
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

\*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 54.5 cents per mile.

Fee Schedule subject to change January 1, 2019.

**GEOCON**  
CONSULTANTS, INC.

G E O T E C H N I C A L ■ E N V I R O N M E N T A L ■ M A T E R I A L S



Proposal No. LS-18-95  
March 19, 2018

VIA ELECTRONIC MAIL

Jay Punia  
Wood Rodgers, Inc.  
3301 C Street, Bldg. 100-B  
Sacramento, California 95816

Subject: PROPOSAL FOR GEOTECHNICAL SAMPLING AND LABORATORY TESTING SERVICES  
LEVEE CONSTRUCTION / REPAIR  
RECLAMATION DISTRICT 2035 AND YOLO BYPASS  
YOLO COUNTY, CALIFORNIA

Dear Mr. Punia:

In accordance with your request, we are pleased to present this proposal to provide geotechnical sampling and laboratory testing services for the Reclamation District 2035 levee repair project in Yolo County, California. The project alignment consists of three units:

- **Unit 1:** begins just north of Interstate Highway 5 near the intersection of East Main Street and County Road 22 in Woodland, California. Unit 1 extends approximately 2 levee miles east.
- **Unit 2:** begins from the end of Unit 1, and extends approximately 7.6 levee miles southeast along an unnamed road in Yolo County with intersecting roads that include County Roads 25 and 27. Unit 2 also extends through Reclamation District 2035 and the Yolo Bypass.
- **Unit 3:** begins from the end of Unit 2, and extends approximately 2½ levee miles west and ends near the southeast corner of the Davis Wastewater Treatment Plant in Davis, California.

The project consists of constructing or repairing the levees along the project alignment potentially using local Reclamation District 2035 soils as borrow material. We understand the borrow material for the project must meet the Title 23 Central Valley Flood Protection Board (CVFPB) requirements:

- 20% or greater passing the No. 200 sieve,
- Plasticity index (PI) equal to or greater than 8, and
- Liquid limit (LL) less than 50.

The purpose of our services will be to sample and test the soils from the proposed borrow site locations and evaluate if they meet the requirements set by the CVFPB.

## SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

- Coordinate with Wood Rodgers Inc. for selecting the location of potential borrow sites based on the Natural Resources Conservation Service (NRCS) soils survey data maps.
- In conjunction with Wood Rodgers Inc., select ten test pit locations.
- Perform a site reconnaissance to review project limits and mark out exploratory excavation locations for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory test pits at the site.
- Excavate 10 test pits to depths ranging from approximately 6 to 10 feet at the pre-determined locations.
- Obtain representative soil samples from exploratory test pits.
- Log the exploratory test pits in accordance with the Unified Soil Classification System.
- Photo-document each test pit.
- Upon completion of sampling and logging, backfill the test pits with the excavated material.
- Perform the following laboratory tests on selected samples:
  - Grain Size Distribution, ASTM D422 and D6913 (assume 20 samples)
  - Atterberg Limits, ASTM D4318 (assume 20 samples),
  - Moisture Content, ASTM D2216 (assume 20 samples), and
  - Compaction Curve, ASTM D1557 (assume 10 samples).
- Prepare a Technical Memorandum with our findings, conclusions, and recommendations. Our Tech Memo will include (but not be limited to) the following:
  - Site Plan showing the locations of the exploratory test pits,
  - Logs of the exploratory test pits, including depth to groundwater (if encountered),
  - Photos of the test pits,
  - Laboratory test results, and
  - Opinion of the suitability of borrow site materials for use with respect to the proposed project.

## PROPOSED FEES

We propose to perform the scope of services described herein on a time-and-materials basis for an estimated fee of \$13,180. Fee details are on the attached Fee Estimate Worksheet.

Our fees are based on our *2017 Schedule of Fees/Terms and Conditions*, which is incorporated into and made a part of this proposal, and current subcontractor rates. If we encounter unforeseen conditions, or if we experience delays or circumstances beyond our control, we will notify you immediately to discuss modifications to the scope of services and/or project fees.

We have prepared this proposal with the understanding that this is not a prevailing wage project. If Client should conclude this is a prevailing wage project, please so advise Geocon in writing immediately. If failure to so advise Geocon results in the imposition of fines, penalties, claims or damages against Geocon, Client will reimburse Geocon for all costs and expenses.

## PROPOSED SCHEDULE

The following approximate schedule is anticipated for the project:

<u>Task</u>	<u>Completion Milestone</u>
USA Notification, Field Sampling	Weeks 1-2
Laboratory Testing	Weeks 2-3
Technical Memorandum	End of Week 4

## CONTRACT EXECUTION

Please carefully review the contents of this proposal and the enclosed *Terms and Conditions for Performance of Services* (Terms), which is incorporated into and made a part of this proposal. If they meet with your approval, execute two copies of the Terms and return both copies to our office. We will then endorse the documents and return one fully executed copy to you. We will commence with the scope of services outlined herein upon receipt of your written authorization; however, services provided by Geocon will be pursuant to the Terms and *2017 Schedule of Fees* until or unless a mutually agreed upon, negotiated contract is finalized. Please note that it is necessary to indicate your project representative agent on the first sheet of the Terms and the address where all Client notices and communications should be sent. If you do not have an in-house representative agent, please indicate a designated agent.

The California Legislature enacted Business & Professions Code §6749, effective January 1, 2001, which requires that all contracts with private entities be set forth in writing, contain certain terms, including a description of the services to be provided, the basis of compensation, the name, address and certificate number of the professional engineer and be signed by the parties before commencement of any work by the engineer. Therefore, the enclosed Terms or the waiver of Business & Professions Code §6749 letter must be signed by Client prior to Geocon's commencement of any work, whatsoever, on the project. For your convenience, a copy of the Business & Professions Code §6749 waiver letter with the actual code text printed on the back is attached to this proposal.

It is mutually agreed between Client and Geocon that all services afforded and work performed by Geocon are provided pursuant to Civil Code Section 2782 and such agreement is expressly integrated into and made a part of any and all contracts or agreements entered into between the parties.

Please be advised that if Geocon is required to provide an immediate defense to Client pursuant to a claim alleging the negligence of Geocon, Client will be billed on a time and materials basis for such defense in accordance with Geocon's Schedule of Fees, and if there is a final determination by a court of competent jurisdiction that a portion of the damages awarded in connection with a claim were caused by or attributable to Geocon, then Geocon shall be obligated to reimburse Client for that portion of the defense costs reasonably incurred by Client which is attributable to the portion of the damages caused by or attributable to Geocon. Notwithstanding the foregoing, under no circumstances shall Geocon be liable for providing an immediate defense to Client for any claim not alleging the negligence or other liability of Geocon.

### **ASSUMPTIONS AND LIMITATIONS**

We assume the following:

- Client will coordinate access/permission to enter.
- The site is accessible to a rubber tire backhoe or similar excavator.
- Site plans provided for our use will show the locations of all underground utility lines and structures. We will not be responsible for damage to any such lines or structures that are not shown accurately on the plans provided to us or properly marked by USA subscriber companies.
- The scope of services detailed in this proposal does not include the evaluation or identification of environmental contamination. If environmental contamination is encountered, we have the experience and expertise to provide rapid assessment and remedial action, if required.

We look forward to working with you on this project. Please contact us if you have any questions regarding this proposal or if we may be of further service.

Sincerely,

**GEOCON CONSULTANTS, INC.**



Jeremy J. Zorne, PE, GE  
Geotechnical Group Manager  
Senior Engineer



Victor M. Guardado, EIT  
Staff Engineer

Attachments: Fee Estimate Worksheet  
2017 Schedule of Fees  
Terms and Conditions for Performance of Services  
Business & Professions Code §6749 Waiver Letter

FEE ESTIMATE WORKSHEET



Project Name  
 Project Scope  
 Contract No.

RD 2035 Levee Construction  
 Geotechnical Investigation/Laboratory Testing

TASK	QUANTITY	UNITS	RATE	MARKUP	AMOUNT
<b><u>TASK A - GEOTECHNICAL SAMPLING AND LAB TESTING</u></b>					
<b><u>TASK A1 - PRE-FIELD ACTIVITIES</u></b>					
<b><u>Project Kickoff/Review Project Info/USA Notification/Permitting</u></b>					
Sr. Staff Engineer/Geologist	6	HRS	\$ 120.00	1.00	\$ 720.00
Yolo County Environmental Permit	0	EST	\$ -	1.15	\$ -
				<b>Subtotal</b>	<b>\$ 720.00</b>
<b><u>TASK A2 - FIELD ACTIVITIES</u></b>					
Independent Engineering (Backhoe)	10	HRS	\$ 150.00	1.15	\$ 1,725.00
Sr. Staff Engineer/Geologist	10	HRS	\$ 120.00	1.00	\$ 1,200.00
Equip Truck	1	DAYS	\$ 200.00	1.00	\$ 200.00
				<b>Subtotal</b>	<b>\$ 3,125.00</b>
<b><u>TASK A3 - LABORATORY</u></b>					
Moisture Content (ASTM D2216)	20	EACH	\$ 20.00	1.00	\$ 400.00
Grain Size Distribution (ASTM D422 and D6913)	20	EACH	\$ 100.00	1.00	\$ 2,000.00
Atterberg Limits (ASTM D4318)	20	EACH	\$ 175.00	1.00	\$ 3,500.00
Compaction Curve (D1557)	10	EACH	\$ 190.00	1.00	\$ 1,900.00
				<b>Subtotal</b>	<b>\$ 7,800.00</b>
<b><u>TASK A4 - ENGINEERING ANALYSIS/REPORT/PROJECT MANAGEMENT/ADMIN</u></b>					
Sr. Staff Engineer/Geologist	8	HRS	\$ 120.00	1.00	\$ 960.00
Senior Engineer	2	HRS	\$ 160.00	1.00	\$ 320.00
Drafting	2	HRS	\$ 90.00	1.00	\$ 180.00
Word Processing	1	HRS	\$ 75.00	1.00	\$ 75.00
				<b>Subtotal</b>	<b>\$ 1,535.00</b>

**TASK A (Geotechnical Sampling and Lab Testing) TOTAL \$ 13,180.00**



## 2017 SCHEDULE OF FEES

### PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician .....	\$80/hr.
Engineering Field Technician/Special Inspector I .....	75/\$100(PW)* /hr.
Engineering Field Technician/Special Inspector II .....	85/110(PW)* /hr.
Engineering Field Technician/Special Inspector III .....	95/120 (PW)* /hr.
Word Processor/Technical Editor .....	75/hr.
Engineering/Research Assistant/Technical Illustrator .....	90/hr.
Project Coordinator/GIS Specialist .....	95/hr.
Staff Engineer/Geologist .....	110/hr.
Senior Staff Engineer/Geologist .....	120/hr.
Project Engineer/Geologist .....	130/hr.
Senior Project Engineer/Geologist .....	140/hr.
Senior Engineer/Geologist/Geophysicist .....	160/hr.
Associate Engineer/Geologist .....	185/hr.
Principal Engineer/Geologist/Litigation Support .....	225/hr.
Deposition or Court Appearance .....	400/hr.
Overtime and Saturday Rate .....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate .....	2 X Regular Hourly Rate
Minimum Professional Fee .....	\$500/Project
Minimum Field Services Fee (per day or call-out) .....	2 Hours
*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.	

### TRAVEL

Personnel .....	Regular Hourly Rate
Subsistence (Per Diem) .....	\$150/day
Vehicle Mileage .....	0.75/mile

### EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge .....	Included in Technician hourly Rate	Level D PPE/Decon Rinse Equipment .....	\$50/day
Pick-up Truck .....	\$125/day	pH/Conductivity/Temperature Meter .....	50/day
Equipment Truck .....	200/day	55-gallon drum .....	55/ea.
Direct-Push Rig/Operator .....	165/190(PW)* /hr	TPHg/BTEX (EPA 8015M/8021B) .....	70/ea.
Direct-Push Sample Liner .....	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B) .....	100/ea.
Equipment Trailer .....	100/day	TPHd/TPHmo (EPA 8015M) .....	75/ea.
Wenner 4-Pin Earth Resistivity Meter .....	150/day	Fuel Oxygenate Compounds (EPA 8260B) .....	110/ea.
Coring Machine (concrete, asphalt, masonry) .....	175/day	Volatile Organic Compounds (EPA 8260B) .....	150/ea.
Dynamic Cone Penetrometer .....	200/day	Semi-Volatile Organic Compounds (EPA 8270) .....	300/ea.
Dilatometer (DMT) Test Equipment .....	800/day	CAM 17 Metals (EPA 6010B) .....	170/ea.
Generator or Air Compressor .....	100/day	Single Metal (EPA 6010B) .....	20/ea.
GPS Unit .....	160/day	Pesticides (EPA 8081) .....	125/ea.
Drive-Tube Sampler or Hand-Augur .....	40/day	Soil pH (EPA 9045C) .....	20/ea.
Soil Sample Tube (Brass or Stainless) .....	10/ea.	WET or TCLP Extraction .....	75/ea.
Water Level Indicator .....	40/day	Sample Compositing .....	20/composite.
Battery-Powered Pump .....	75/day	48-hour Turnaround Time .....	60% surcharge
Photo-Ionization Meter .....	125/day	24-hour Turnaround Time .....	100% surcharge

### LABORATORY TESTS

#### COMPACTION CURVES

4-inch mold (D1557/D698) .....	\$175/ea.
6-inch mold (D1557/D698) .....	190/ea.
California Impact (CAL216) .....	200/ea.
Check Point .....	85/ea.

#### SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301) .....	\$275/ea.
R-Value, Treated (CAL301) .....	300/ea.
California Bearing Ratio (D1883) .....	175/pt.
Stabilization Ability of Lime (C977) .....	180/ea.

## SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117) .....	\$60/ea.	Moisture Determination, tube sample (D2216) .....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202) .....	100/ea.	Moisture Determination and Unit Weight (D2937) .....	40/ea.
Hydrometer Analysis (D422) .....	150/ea.	Atterberg Limits: Plasticity Index (D4318) .....	175/ea.
Sieve Analysis with Hydrometer (D422) .....	180/ea.	Sand Equivalent (D2419/CAL217) .....	90/ea.
Specific Gravity, Soil (D854) .....	70/ea.	pH and Resistivity (CAL643) .....	120/ea.
Specific Gravity Coarse Aggregate (C127) .....	50/ea.	Sulfate Content (CAL417) .....	90/ea.
Specific Gravity Fine Aggregate (C128) .....	68/ea.	Chloride Content (CAL422) .....	50/ea.
Cut/Extract Shelby Tube .....	50/ea.	Organic Content (D2974) .....	50/ea.

## SHEAR STRENGTH

Unconfined Compression (D2166) .....	\$100/ea.
Direct Shear (D3080) (3pt) .....	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850) .....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850) .....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767) .....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767) .....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110) .....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110) .....	500/ea.

## PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084) .....	\$265/ea.
Permeability, Rigid Wall (D5856) .....	255/ea.
Consolidation (D2435) .....	50/pt.
Expansion Index (D4829/UBC 29-2) .....	175/ea.

## AGGREGATE QUALITY

Sieve Analysis to #200 (C136) .....	\$100/ea.
L.A. Rattler Test (500 rev.) (C131) .....	185/ea.
Durability Index (D3744/CAL229) .....	165/ea.
Fine Aggregate Angularity (CAL 234) .....	125/ea.
Flat and Elongated Particles (D4791/CAL 235) .....	150/ea.
Percent Crushed Particles (CAL205) .....	150/ea.

## CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39) .....	\$25/ea.
Compressive Strength, Cores (C42) .....	40/ea.
Flexural Strength Beam (C78/C293) .....	80/ea.
Splitting Tensile Test (C496) .....	69/ea.
Mix Design Review .....	200/ea.
Trial Batch .....	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger) .....	175/200/ea.
CMU Compressive Strength (C140) .....	\$60/ea.
Compressive Strength, Grout (C1019/UBC 21-19) .....	25/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16) .....	25/ea.
CMU Unit Wt., Dimen., Absorption (C140) .....	60/ea.
Compressive Strength, Masonry Prism (C1314) .....	115/ea.

## HOT MIX ASPHALT

Density, Hveem (D2726/CAL308) .....	\$100/pt.
Stabilometer Value (D1560/CAL366) .....	175/ea.
Theoretical Max. Specific Gravity (D2041/CAL309) .....	175/ea.
Extraction/Sieve Analysis (C136/CAL202) .....	150/ea.
HMA Core Unit Weight (D1188/CAL308) .....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382) .....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382) .....	200/ea.
% Voids (CAL 367) .....	275/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 from closest office in accordance with the stated hourly rates herein, with a minimum two-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 **\$25,000** 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 **\$50,000** 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.

# GEOCON CONSULTANTS INC

3160 Gold Valley Dr. #800, Rancho Cordova CA 95742

Tel. 916.852.9118

Fax 916.852.9132

## TERMS AND CONDITIONS FOR PERFORMANCE OF SERVICES

### THE AGREEMENT

Geocon Project No.: \_\_\_\_\_

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

This Agreement is made by and between Geocon Consultants, Inc., hereinafter referred to as "Geocon," and, \_\_\_\_\_, a \_\_\_\_\_ corporation/LLC/LP (circle one), hereinafter referred to as "Client." The term "Client" includes \_\_\_\_\_, who is the Client's project representative agent and/or, who is the Client's designated agent for all notices and communications between Geocon and Client. All notices and communications from Geocon to Client are to be addressed to:

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

The Agreement between the parties consists of these Terms, the attached Proposal LS-18-95 [for] geotechnical sampling and laboratory testing services [for] the Reclamation District 2035 levee repair project in Yolo County CA, dated March 19, 2018.

For a lump sum fee of \$13,180

Retainer fee of \$N/A

### SUMMARY OF DOCUMENTS

Client and Geocon agree to perform this contract in accordance with the following contract documents which are incorporated herein by reference and made a part of this contract:

- Exhibit 1: Geocon Proposal
- Exhibit 2: Geocon Schedule of Fees/Terms and Conditions
- Exhibit 3: Business Professional Code §6749 Waiver Letter

Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing.

## ARTICLE 1 – AGREEMENT

The services provided by Geocon shall be performed in accordance with generally accepted professional practice at the time when, and the place where, the services are rendered. Geocon's services are defined by and limited to those services described in the attached Proposal and Schedule of Fees, which are incorporated by this reference and these Terms and Conditions. Together, the Proposal, Schedule of Fees, and Terms and Conditions form the entire Agreement and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement can only be amended by a written instrument signed by both Client and Geocon. Failure to immediately enforce any provision in this Agreement shall not constitute a waiver of the right to enforce that provision or any other provision.

## ARTICLE 2 – SCOPE OF SERVICES

Geocon's services under this Agreement include only those services specified in the Proposal attached hereto as Exhibit 1. Client expressly releases any claim against Geocon relating to any additional services that Geocon recommended, but that Client either did not authorize or instructed Geocon not to perform.

Unless specifically stated otherwise, the Proposal attached hereto does not include surveying the Project Site ("the Site") or precisely identifying sampling, inspection or test locations, depths and elevations. Where applicable, sampling, inspection, test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Geocon will take reasonable precautions to limit damage to the Site due to the performance of services, but Client understands that some damage may necessarily occur in the normal course of services, and this Agreement does not include repair of such damage unless specifically stated in the Proposal.

Where applicable, observations and standardized sampling, inspection and testing procedures employed by Geocon will indicate conditions of materials and construction activities only at the precise location and time where and when services were performed.

Client recognizes that actual conditions at the Site, or where applicable, conditions of materials and construction activities at other locations, may vary from those measured or observed by Geocon when performing the services, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Geocon, even if performed on a continuous basis, should not be interpreted to mean that Geocon is observing, verifying, testing or inspecting all materials on the Project. Geocon is responsible only for those data, interpretations, and recommendations based solely on information available to Geocon and will only be valid as of the date of observation. Furthermore, where applicable, Geocon is only responsible for those data, interpretations, and recommendations regarding actual materials and construction activities observed, sampled, inspected or tested. Geocon will not be responsible for other parties' interpretations or use of any information developed by Geocon. However, Geocon may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

## ARTICLE 3 – STANDARD OF CARE

Services performed by Geocon under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of services.

## ARTICLE 4 – SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the Site for all equipment and personnel necessary for Geocon to perform the work set forth in this Agreement. Client will notify any and all possessors of the Site that Client has granted Geocon free access to the Site.

Client is responsible for accurately delineating the locations of all subterranean structures and utilities. Geocon will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against Geocon, and agrees to defend, indemnify, and hold Geocon harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Geocon for any time spent or expenses incurred by Geocon in defense of any such claim, with compensation to be based upon Geocon's prevailing fee schedule and expense reimbursement policy.

Client hereby warrants that if Client knows or has any reason to assume or suspect that hazardous materials may exist at the Site, Client shall furnish or cause to be furnished to Geocon all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of the hazardous condition, material, or waste at, on, or under the Site. If, during site visits, certain conditions are observed that may jeopardize Geocon's (or others) health and safety, such conditions will be brought to the attention of the Client. Geocon will not direct, supervise or control the work of non-Geocon contractors or their subcontractors. Geocon's services will not include a review or evaluation of such contractor's (or subcontractor's) safety measures, and Geocon shall have no responsibility for such work and/or safety at the jobsite regardless of whether Geocon provided safety training services to those parties. Geocon shall be responsible only for its own activities and that of its employees and subcontractors on any site, except where Geocon is specifically retained to perform health and safety review services in which case Geocon's responsibilities are limited to the express scope of those services.

In addition, Client will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by Geocon for proper performance of its services. Geocon shall be entitled to rely upon Client-provided documents and information in performing the services required under this Agreement; however, Geocon assumes no responsibility or liability for their accuracy or completeness. Client-provided documents will remain the property of the Client.

## ARTICLE 5 – MONITORING

If Geocon is retained by Client to provide a site representative for the purpose of monitoring specific portions of the construction work or other field activities as set forth in the Proposal, then this provision

applies. For the specified assignment, Geocon will report observations and professional opinions to Client or Client's agent. No action of Geocon or Geocon's site representative can be construed as altering any Agreement between Client and others. Geocon will report to Client or Client's agent any observed work within Geocon's scope of services which, in Geocon's professional opinion, does not conform with plans and specifications. Geocon has no right to reject or stop work of any agent or subcontractor of the Client. Such rights are reserved solely for Client. Furthermore, Geocon's presence on the Site does not in any way guarantee the completion or quality of the performance of the work of any party retained by Client to provide field or construction-related services.

If Geocon is not retained by Client for the purpose of monitoring construction work or field activities, Geocon will not be held liable or responsible for such activities or for the performance of the completed project. Monitoring of construction work or field activities and the performance of the completed project is and will remain the sole and express responsibility of Client or other party designated by Client. Client hereby agrees to indemnify and hold harmless Geocon from and against any loss or judgment, suffered by Geocon as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which Geocon has not been retained.

Geocon will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of Client. It is mutually understood and agreed by Client and Geocon that Geocon has no control or enforcement ability over any persons or parties who are not employees of Geocon. Geocon does not purport to be, nor is Geocon responsible for any safety precautions or programs incident thereto for such non-employees of Geocon.

#### **ARTICLE 6 – DISCOVERY OF HAZARDOUS CONDITIONS**

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the Site, and that Client has informed Geocon of Client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Geocon and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Geocon and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Geocon to take immediate measures to protect health and safety. Client agrees to compensate Geocon for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Geocon agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. The Client, if not the owner of the Site, warrants that he has notified the owner of the implications of our services, that the presence or suspected presence of hazardous conditions on the Site may require reporting under federal, state and/or local regulations and, if required, it will be the owners' responsibility to report this information to the regulatory agencies. Geocon will not assume the responsibility for reporting the presence and release of hazardous materials/wastes/conditions on the Site to regulatory agencies.

Additionally, the Client, if not the owner of the Site, recognizes that the discovery of hazardous conditions or suspected hazardous conditions may result in a significant reduction in value of the Site and has notified the owner(s) of the Site of the potential ramifications of this assessment. The Client also recognizes that this discovery of hazardous conditions or suspected hazardous conditions may spur the Site owner(s), if not the Client or potentially impacted neighboring site owners, to institute action against Geocon, and Client waives any claim against Geocon and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Geocon harmless from any claim, liability, and/or defense costs for injury or loss arising from Geocon's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction in the property's value.

#### **ARTICLE 7 – DISPOSAL OF MATERIAL**

It is understood and agreed that, unless specifically negotiated in writing, Geocon is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at the Site, and that Client shall undertake or arrange for, either directly or indirectly through subcontractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at the Site.

Where applicable, Geocon will dispose of remaining soil and rock samples sixty (60) days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.

#### **ARTICLE 8 – CONTRACTOR'S PERFORMANCE**

Geocon is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Geocon will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Geocon, has sole responsibility for the safety of persons and property at the Site.

#### **ARTICLE 9 – CONDITIONS OF ASSESSMENT SERVICES**

Where applicable, the Client should recognize that any assessment services performed in support of this Agreement shall not be considered and/or construed as a comprehensive site characterization. The findings and conclusions in such reports will be predicated on the information obtained through conducting the services outlined in the written scope of services.

It should also be recognized that the services performed should not be interpreted as a statistical evaluation of the Site, but are rather intended to provide a preliminary indication of impacts to the Site from the possible usage, generation, or release of hazardous contaminants. Also, if no significant indicators of the presence of hazardous contaminants are encountered during our services, this does not preclude the presence of hazardous contaminants on the Site. A statistical evaluation of the Site would include a comprehensive sampling effort and laboratory analysis program to provide a basis for estimating the potential for the presence of hazardous contaminants with a numerical confidence value.

The services shall only be deemed conclusive with respect to the tasks performed and the information obtained. No guarantee of the results of the services is implied within this contract.

#### **ARTICLE 10 – CHANGED CONDITIONS**

If Geocon discovers conditions or circumstances that it did not contemplate (“Changed Conditions”) at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Geocon will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within thirty (30) days after the notice, Geocon may terminate this Agreement and be compensated as set forth herein in Article 14, “Termination.”

#### **ARTICLE 11 – CERTIFICATIONS**

Client will not require Geocon to execute any certification regarding services performed or work tested or observed unless: 1) Geocon believes that it has performed sufficient services to provide a sufficient basis to issue the certification; 2) Geocon believes that the services performed and work tested or observed meet the criteria of the certification; and 3) Geocon has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Geocon is limited to the expression of a professional opinion based upon the services performed by Geocon, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Geocon signing a certification.

#### **ARTICLE 12 – OWNERSHIP AND LIMITATIONS OF DOCUMENTS**

Unless otherwise specified in this Agreement or in an Addendum, and provided that Geocon has been fully paid for its services, Client shall have the right to use the documents, maps, photographs, drawings and specifications resulting from Geocon's efforts on the project, for purposes reasonably contemplated by the parties. Geocon shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to Client. Client shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by Geocon. Geocon retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its services.

The information contained in reports generated by Geocon is only valid as of the date of issue and as the information relates to the Site and services performed. The information presented in the reports must not be relied upon for purposes other than those conveyed therein. Other parties relying on the information contained in the reports are subject to the terms and conditions of this contract.

Re-use of any material described by Client, including provision or publication to third parties, on extensions of this project or on any other project without Geocon's written authorization shall be at Client's and third parties' risk, and Client agrees to indemnify, defend, and hold harmless Geocon from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized re-use to the fullest extent permitted under California law.

#### **ARTICLE 13 – BILLING AND PAYMENT**

Client will pay Geocon in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to Client by Geocon, and will be due and payable upon presentation. Payment shall not be contingent upon Client's compensation for these services from their client or other third party. 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, when due, that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is higher) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid 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. In the event Client fails to pay Geocon within sixty (60) days after invoices are rendered, Client agrees that Geocon will have the right to declare Client in major breach of this contract and cease all work on the project. At Geocon's option, Geocon may waive said major breach upon payment by Client of all arrearages and outstanding invoices.

#### **ARTICLE 14 – TERMINATION**

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Geocon will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

If Geocon for any reason does not complete all of the services contemplated by this Agreement, Geocon cannot be responsible for the accuracy, completeness, or workability of the contract documents prepared by Geocon if used, changed, or completed by Client or by another party. Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Geocon harmless from any and all claims, liability, or cost (including reasonable attorneys' fees and defense costs) for injury or loss arising or allegedly arising from such use, completion, or any unauthorized changes made by any party to any contract documents prepared by Geocon pursuant to this Agreement.

#### **ARTICLE 15 – RISK ALLOCATION**

Many risks potentially affect Geocon by virtue of entering into this Agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by Geocon. In order for Client to obtain a lower fee from Geocon, among other

benefits, and in order for Geocon to reduce its residual risk created by providing services to Client, Client and Geocon agree as follows:

1. 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 **\$25,000** 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;
2. 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 **\$50,000** 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; and
3. Client understands that dollar limits higher than those indicated may be available. If Client wishes to discuss other limits, and the resulting impact on Geocon's retained risk and fee, Client shall so notify Geocon in writing. If Client fails to issue such notification prior to accepting this Agreement, through signature or, without signature, by verbally or in writing authorizing Geocon to commence services, Client shall be deemed to have accepted the limits indicated above.

*Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The Parties also agree that Client will not seek damages in excess of limitations indirectly through suits with other parties who may join Geocon as a third party, nor by an award or attorneys' fees and*

*costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. "Parties" means Client and Geocon and their partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants.*

*Both Client and Geocon agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement. This provision takes precedence over any conflicting provisions of this Agreement.*

## ARTICLE 16 – INDEMNIFICATION

If any claim is brought against Geocon, its employees, agents, and subcontractors and/or Client by a third party, relating in any way to the services, the contribution and indemnification rights and obligations of Geocon and Client, subject to Article 15 entitled "Risk Allocation," such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of Geocon caused any damage, injury, or loss claimed by the third party, then Geocon and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees, and other contractors); and
2. Unless Geocon was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, Client shall indemnify Geocon against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

Notwithstanding the foregoing, for any claim alleging Geocon's negligent performance of professional services, Geocon's obligations regarding Client's defense under this Section shall be limited solely to the reimbursement of Client's reasonable defense costs incurred, in proportion to the extent determined by a trier of fact to have been *actually caused* by the negligence or willful misconduct of Geocon.

## ARTICLE 17 – THIRD PARTY RELIANCE

If Client requests that Geocon's work product be relied upon by a third party, including, but not limited to, a lender, Client specifically agrees to provide the third party with a copy of these terms and conditions and Geocon's Reliance Letter template (to be furnished upon request) and Client agrees to limit Geocon's total liability to Client and any third party as described in the section entitled "Risk Allocation" above. Furthermore, Client agrees to defend and indemnify Geocon from any and all third party claims, damages, costs, and losses arising out of or in any way related to such third party's reliance on the services that are the subject of this Agreement, per the above-referenced sections entitled "Risk Allocation" and "Indemnification." Any third party which accepts Geocon's work product does so under the strict understanding that the third party is bound by all provisions in these Terms and Conditions including, but not limited to, the provisions of the "Risk Allocation" and "Indemnification" sections above, and this section, as though the third party was a signatory thereto. In addition, every report,

recommendation, finding, or conclusion issued by Geocon shall be subject to the limitations stated therein.

#### **ARTICLE 18 – INSURANCE**

Geocon and Client agree to maintain during the performance of the services: (1) statutory Worker's Compensation coverage, (2) Commercial General Liability coverage in the sum of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and (3) Automobile Liability insurance coverage in the sum of not less than \$1,000,000 single limit.

#### **ARTICLE 19 – PREVAILING WAGE OBLIGATIONS**

Client shall notify Geocon in writing if the work subject to this Agreement constitutes a "public work" under any and all federal, state, and/or local prevailing wage laws, and/or living wage laws and/or ordinances, including, but not limited to, the Davis-Bacon Act and the provisions of California Labor Code § 1720 et seq. In addition, Client shall notify Geocon if Geocon is obligated by statute, any public contracting authority, and/or a developer to pay prevailing wages and benefits and/or any other predetermined wages or benefits (collectively, "prevailing wage obligations"). In the event that Geocon must adhere to federal, state, and/or local prevailing wage obligations for work performed, Client shall provide Geocon with any and all prevailing wage determinations applicable to the work to be performed by Geocon. Client understands and agrees that Geocon's fee for work performed under this Agreement will be calculated, in part, on the basis of representations by Client regarding the existence and amount of any and all prevailing wage obligations and that, if such obligations exist, Geocon's fee might be different. Client shall also be responsible for informing Geocon within ten (10) days of commencement of work whether certified payroll records are required to be submitted. Client further understands and agrees that Geocon will rely on the representations made by Client with regard to prevailing wage obligations and Client agrees to defend, indemnify and hold harmless Geocon against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including but not limited to, reasonable attorneys' fees and all legal expenses and fees, fines, penalties, or sanctions, arising from Geocon's reliance upon Client's representations regarding prevailing wage obligations.

#### **ARTICLE 20 – ASSIGNMENTS**

Neither party to this Agreement shall assign its rights, duties, and obligations hereunder without the prior written consent of the other party.

#### **ARTICLE 21 – CONFIDENTIALITY**

Geocon, upon Client's request, shall have its employees, agents, and subcontractors sign reasonable and customary confidentiality agreements furnished by Client.

#### **ARTICLE 22 – DELAYS**

In the event that Geocon field or technical work is interrupted due to causes outside of its control, Geocon shall be equitably compensated (in accordance with Geocon's current schedule of fees and conditions) for the additional labor, equipment, and other charges associated with maintaining its workforce and equipment available during the interruption, or at the option Client, for such similar charges that are incurred by Geocon for demobilization and subsequent remobilization.

In no event shall Geocon be required to maintain a field force in stand-by status in the field for a period of five (5) calendar days.

#### **ARTICLE 23 – MEDIATION/ARBITRATION**

In an effort to resolve any conflicts (*other than payment disputes*) that arise during the design and construction of the Project or following the completion of the Project, arising out of or relating to this contract, or the breach thereof, which cannot be settled through direct discussions, Client and Geocon agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation administered by J.A.M.S. or the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by J.A.M.S. or the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The Parties agree to share the mediator's and arbitrator's fees equally. If the dispute is arbitrated, the arbitrator may include in any award the right to recover mediator and arbitrator fees, along with any other recoverable costs. The prevailing party in any arbitration may, in the arbitrator's discretion, be entitled to an award of attorneys' fees incurred in arbitrating the dispute.

The Client and Geocon further agree to include a similar mediation/arbitration provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

#### **ARTICLE 24 – FAIR CONSTRUCTION**

This Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes.

#### **ARTICLE 25 – GOVERNING LAW, WAIVER AND SURVIVAL**

The law of the State of California will govern the validity of these Terms, their interpretation and performance.

Waiver by either party of any breach of this Agreement, will not constitute a waiver of any subsequent breach of the same or any other provision.

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this Agreement for any cause.

The parties have read or had the opportunity to read the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, completely understand the terms, and willingly enter into this Agreement which will become effective on the date signed below by client.

## ACKNOWLEDGMENT

**CLIENT:** \_\_\_\_\_

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

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

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

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

### **GEOCON CONSULTANTS, INC.**

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

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

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

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

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

Geocon Consultants, Inc.  
3160 Gold Valley Drive, Suite 800  
Rancho Cordova, CA 95742

Subject: GEOCON PROPOSAL NO.: \_\_\_\_\_  
CLIENT PROJECT NO.: \_\_\_\_\_  
PROJECT LOCATION: \_\_\_\_\_  
\_\_\_\_\_

Dear Geocon:

\_\_\_\_\_ has requested that Geocon Consultants, Inc.  
(Client/Name of entity or person)  
provide professional engineering, environmental or health sciences services relative to the above  
project. (Client/Entity) has been advised by Geocon Consultants, Inc. that California Business &  
Professions Code §6749 requires that the client execute a contract setting forth the relevant contract  
terms prior to Geocon commencing any work or performing any services for the benefit of (client)  
relative to the subject project.

I hereby state that I am a duly authorized agent or representative (Client) and that I am fully  
empowered to and do knowingly waive the provisions of Business & Professions Code §6749 on  
behalf of (Client) and request that Geocon Consultants, Inc. commence work and perform the  
professional services outlined in the subject Geocon proposal dated \_\_\_\_\_.

Sincerely,

By: \_\_\_\_\_  
Authorized agent/representative

of: \_\_\_\_\_

§ 6749 Professional engineer; written contract for services; contents

(a) A professional engineer shall use a written contract when contracting to provide professional engineering services to a client pursuant to this chapter. The written contract shall be executed by the professional engineer and the client, or his or her representative, prior to the professional engineer commencing work, unless the client knowingly states in writing that work may be commenced before the contract is executed. The written contract shall include, but not be limited to, all of the following:

- (1) A description of the services to be provided to the client by the professional engineer.
- (2) A description of any basis of compensation applicable to the contract, and the method of payment agreed upon by the parties.
- (3) The name, address, and license or certificate number of the professional engineer, and the name and address of the client.
- (4) A description of the procedure that the professional engineer and the client will use to accommodate additional services.
- (5) A description of the procedure to be used by any party to terminate the contract.

(b) This section shall not apply to any of the following:

- (1) Professional engineering services rendered by a professional engineer for which the client will not pay compensation.
- (2) A professional engineer who has a current or prior contractual relationship with the client to provide engineering services, and that client has paid the professional engineer all of the fees that are due under the contract.
- (3) If the client knowingly states in writing after full disclosure of this section that a contract which complies with the requirements of this section is not required.
- (4) Professional engineering services rendered by a professional engineer to any of the following:
  - (A) A professional engineer licensed or registered under this chapter.
  - (B) A land surveyor licensed under Chapter 15 (commencing with Section 8700).
  - (C) An architect licensed under Chapter 3 (commencing with Section 5500).
  - (D) A contractor licensed under Chapter 9 (commencing with Section 7000).
  - (E) A geologist or a geophysicist licensed under Chapter 12.5 (commencing with Section 7800).
  - (F) A manufacturing, mining, public utility, research and development, or other industrial corporation, if the services are provided in connection with or incidental to the products, systems, or services of that corporation or its affiliates.
  - (G) A public agency.

(c) "Written contract" as used in this section includes a contract that is in electronic form.