

AGREEMENT FOR

Deputy Soil & Material Testing & Inspection Services

between

County of Riverside

and

Inland Foundation Engineering, Inc. (IFE)

Table of Contents

ARTICLE I • DESIGNATED CONTACTS	1
ARTICLE II • PROJECT DEFINITION	1
ARTICLE III • COOPERATIVE AGENCIES	1
A. Lead Agency	1
B. COUNTY Standards	2
ARTICLE IV • CONDITIONS	2
A. Notifications	2
B. Assignment	2
C. Subcontracts	3
D. Modifications	3
E. COUNTY Directives	4
F. Liability	4
G. Indemnification and Defense	5
H. Quality Control	6
I. Value Engineering	7
J. Extra Work	7
K. Disputes	7
L. Termination Without Cause	8
M. Termination for Lack of Performance	8
N. Insurance	8
O. Conflict of Interest	11
P. Legal Compliance	12
Q. Nondiscrimination	12
R. Labor Code and Prevailing Wages	13
S. Review and Inspection	13
T. Record Retention / Audits	14
U. Ownership of Data	14
V. Confidentiality of Data	14
W. Funding Requirements	15
ARTICLE V • PERFORMANCE	15
A. Performance Period	15
B. Time Extensions	15
C. Reporting Progress	16
D. Evaluation of CONSULTANT	16
ARTICLE VI • COMPENSATION	16
A. Work Authorization	16
B. Basis of Compensation	16
C. Progress Payments	18
ARTICLE VII • GENERAL TERMS	19
ARTICLE VIII • APPROVALS	20
APPENDICES	
1. Scope of Services	A1
2. Schedule of Services	B1
3. Budget	C1



DEPUTY SOIL & MATERIAL TESTING & INSPECTION CONSULTING SERVICES AGREEMENT

This Agreement for East County Detention Center Material Testing and Inspection Services is made by and between the COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Inland Foundation Engineering, Inc. (IFE), hereinafter referred to as "CONSULTANT", (collectively the "Parties"), who are located at the following addresses:

County of Riverside	IFE
Economic Development Agency	77-622 Country Club Drive, Suite Q
Tenth Street, 4 th Floor	Palm Desert, CA 92211
Riverside, CA 92502	

The Parties do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT'S PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The CONSULTANT PROJECT MANAGER for CONSULTANT shall be:

Allen Evans

The COUNTY PROJECT MANAGER for COUNTY shall be:

Rizaldy Baluyot

ARTICLE II • PROJECT DEFINITION

The COUNTY desires to provide for the efficient and orderly development of the East County Detention Center. Such development requires proper execution of deputy soil and material testing and inspection services. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY has designated its Economic Development Agency as the lead agency for PROJECT.

CONSULTANT agrees that it will maintain coordination with COUNTY designated personnel as may be

1 requested or required for PROJECT.

2 **B. COUNTY Standards**

3 All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies,
4 procedures, manuals and standards where applicable. All deliverables are subject to review and
5 approval by COUNTY.

6 **C. CONSULTANT Staff**

7 1. CONSULTANT has been selected to perform the PROJECT herein because of the skills and expertise
8 of key individuals. CONSULTANT agrees that the following key individuals in CONSULTANT'S
9 company shall be associated with the PROJECT in the following capacities:

JOB TITLE	NAME
Project Manager	Allen Evans
Testing & Inspection Coordinator	Matthew Evans
Field Geologist/Lead Soil Technician	Floyd Collins
Laboratory Testing Manager	Greg Chandra

15 2. CONSULTANT shall not change any of the key personnel listed above without prior written approval of
16 COUNTY, unless said personnel ceases to be employed by CONSULTANT. In either case, COUNTY
17 shall be allowed to interview and approve replacement personnel.

18 3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon
19 written notice the CONSULTANT shall immediately remove that person from the PROJECT and
20 provide a temporary replacement. CONSULTANT shall within seven (7) days provide a permanent
21 replacement person acceptable to COUNTY.

22 **ARTICLE IV • CONDITIONS**

23 **A. Notifications**

24 All notices hereunder and communications regarding interpretation of the terms of this Agreement and
25 changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt
26 requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGER
27 or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this
28 Agreement.

29 **B. Assignment**

1 In as much as this Agreement is intended to secure the specialized services of CONSULTANT,
2 CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written
3 consent of COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment,
4 transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and
5 void.

6 **C. Subcontracts**

- 7 1. CONSULTANT shall perform the services contemplated with resources available within its own
8 organization. No portion of the services pertinent to this Agreement shall be subcontracted without
9 written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in
10 this Agreement.
- 11 2. In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement,
12 CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same
13 manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,
14 requiring the same insurance of Subcontractors as required of CONSULTANT, and having
15 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this
16 Agreement requires CONSULTANT'S insurance to name COUNTY as Additional Insured.

17 **D. Modifications**

- 18 1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No
19 alteration or variation of the terms of this contract will be valid unless made in writing and signed by the
20 Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of
21 the Parties hereto.
- 22 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor
23 modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or
24 funding from one phase to another. All requests for minor modifications must be approved in writing by
25 the Director of EDA, or his designee, prior to implementing the change.
- 26 3. There shall be no change in the CONSULTANT PROJECT MANAGER or key members of the PROJECT
27 team without prior written approval by the COUNTY PROJECT MANAGER.
- 28 4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be
29 considered a major change and must be approved in writing by the CONSULTANT and COUNTY Board

1 of Supervisors prior to implementing the major change.

2 **E. COUNTY Directives**

3 CONSULTANT shall receive contract directions and interpretations from the COUNTY PROJECT
4 MANAGER.

5 **F. Liability**

- 6 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, and
7 estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all
8 work product deliverables. The responsibility for accuracy and completeness of such items remains
9 solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or
10 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its
11 professional responsibilities or obligations under this Agreement.
- 12 2. The data, calculations, reports and other documents furnished in accordance with the Scope of Services
13 shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically
14 and grammatically correct, checked and having the preparer and checker identified. The minimum
15 standard of appearance, organization and contents shall be of similar types produced by COUNTY. If
16 any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or
17 similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work
18 products not so designated is ready for and can be used on PROJECT.
- 19 3. COUNTY and CONSULTANT agree that data, calculations, reports or other work products prepared by
20 CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for
21 which they were specifically prepared. CONSULTANT shall not be responsible for use of such data,
22 calculations, reports or other work products if used on a different project without the written authorization
23 or approval by CONSULTANT.
- 24 4. CONSULTANT acknowledges that the data, calculations, reports and/or other work products may be used
25 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and
26 COUNTY. All data, calculations, reports, or other work product shall be deemed the sole and exclusive
27 property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is
28 executed or not.
- 29 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,

1 shall act in an independent capacity and not as officers, employees or agents of COUNTY.

- 2 6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required
3 to achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines
4 and availability of access during COUNTY regular operating hours.
- 5 7. CONSULTANT has the right to perform services for other clients during the term of this Agreement as
6 long as such services are not in direct conflict with the services provided to COUNTY.
- 7 8. CONSULTANT and its employees shall not be entitled to and are not eligible for COUNTY employee
8 benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement
9 benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth
10 explicitly in this contract.
- 11 9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,
12 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this
13 Agreement. Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent,
14 provide access to COUNTY facilities, offices or meeting rooms during regular business hours for
15 meetings, conferences or other work of CONSULTANT.

16 **G. Indemnification and Defense**

- 17 1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its
18 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
19 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
20 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
21 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,
22 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,
23 employees, agents or representatives or any person or organization for whom CONSULTANT is
24 responsible, arising out of or from the performance of services under this Agreement. To the extent a
25 loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of
26 CONSULTANT which are not design professional services, CONSULTANT shall indemnify Indemnitees
27 whether or not CONSULTANT is negligent.
- 28 2. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability
29 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractor

1 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other
2 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant
3 to this Agreement.

- 4 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
5 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
6 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
7 act or omission of CONSULTANT.
- 8 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to
9 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
10 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from
11 the performance of services under this contract. The duty to defend applies to any alleged or actual
12 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend
13 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not
14 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
15 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
16 by the sole active negligence of Indemnitees.
- 17 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
18 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 19 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
20 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
21 Code sections 2782 and 2782.8.

22 **H. Quality Control**

23 CONSULTANT shall implement and maintain the following quality control procedures during the
24 preparation of the data, reports, and documents relating to PROJECT. CONSULTANT shall have a
25 quality control plan in effect during the entire time services are being performed under this contract. The
26 plan shall establish a process whereby calculations are independently checked, reports checked,
27 corrected and back-checked, and all job related correspondence and memoranda routed and received by
28 affected persons and then bound in appropriate job files. Where several drawings show different work in
29 the same area, means shall be provided to avoid conflicts and misalignment in both new and existing

1 improvements. Evidence that the quality control plan is functional may be requested by the COUNTY
2 PROJECT MANAGER. All data, calculations, documents and other items submitted to the COUNTY
3 PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation
4 of the material followed the quality control plan established for the work.

5 **I. Extra Work**

- 6 1. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY
7 shall provide extra compensation to the CONSULTANT. Allowable compensation for approved extra
8 work will be based on the provisions of Exhibit A, Budget, which is attached hereto and incorporated
9 herein by reference.
- 10 2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by
11 COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both Parties.
- 12 3. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY
13 PROJECT MANAGER.

14 **J. Disputes**

- 15 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of this
16 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall
17 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same
18 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or
19 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within
20 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his
21 objections and reasons therefore. Except for such protests or objections as are made of record in the
22 manner specified and within the time stated herein, and except for such instances where the basis of a
23 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for
24 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or
25 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,
26 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's
27 authority.
- 28 2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual
29 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit

1 to mediation or arbitration.

- 2 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full
3 and timely performance in accordance with the terms of the contract.

4 **K. Termination Without Cause**

- 5 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
6 thirty (30) calendar days written notice to CONSULTANT.
- 7 2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all
8 field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and
9 documents prepared by or provided to CONSULTANT in the performance of this contract. All such
10 documents and materials shall be property of COUNTY.
- 11 3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services
12 performed in accordance with the terms of this Agreement up to the time written notice of contract
13 cancellation is received by CONSULTANT. Payment shall be made for services performed to date based
14 upon the percentage ratio that the basic services performed bear to the services contracted for, less
15 payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs
16 incurred.

17 **L. Termination for Lack of Performance**

18 COUNTY may terminate this contract and be relieved of the payment of any consideration to
19 CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in
20 the manner herein provided. In the event of such termination, COUNTY may proceed with the work in
21 any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work
22 completed and delivered to COUNTY in a timely and successful manner.

23 **M. Insurance**

24 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,
25 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the
26 following insurance coverage's during the term of this Agreement. As respects to the insurance section only,
27 the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and
28 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed
29 officials, agents or representatives as Additional Insureds.

1 1. Workers' Compensation:

2 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall
3 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State
4 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with
5 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
6 subrogation in favor of The County of Riverside.

7 2. Commercial General Liability:

8 Commercial General Liability insurance coverage, including but not limited to, premises liability,
9 unmodified contractual liability, products and completed operations liability, personal and advertising
10 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S
11 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
12 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
13 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
14 times the occurrence limit.

15 3. Vehicle Liability:

16 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
17 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an
18 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
19 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
20 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

21 4. Professional Liability

22 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the
23 CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less
24 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional
25 Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance
26 shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense
27 either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates
28 Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this
29 Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has Maintained

1 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will
2 continue as long as the law allows.

3 5. General Insurance Provisions - All lines:

4 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
5 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
6 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement
7 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

8 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required
9 herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall
10 have the prior written consent of the County Risk Manager before the commencement of operations
11 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and
12 at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
13 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a
14 bond which guarantees payment of losses and related investigations, claims administration, and
15 defense costs and expenses.

16 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside
17 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
18 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
19 by the County Risk Manager, provide original Certified copies of policies including all Endorsements
20 and all attachments thereto, showing such insurance is in full force and effect. Further, said
21 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
22 (30) days written notice shall be given to the County of Riverside prior to any material modification,
23 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
24 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate
25 forthwith, unless the County of Riverside receives, prior to such effective date, another properly
26 executed original Certificate of Insurance and original copies of endorsements or certified original
27 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein
28 and the insurance required herein is in full force and effect. CONSULTANT shall not commence
29 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified

1 original copies of endorsements and if requested, certified original policies of insurance including all
2 endorsements and any and all other attachments as required in this Section. An individual authorized
3 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
4 the Certificate of Insurance.

- 5 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be
6 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
7 retention's or self-insured programs shall not be construed as contributory.
- 8 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
9 of services; or, there is a material change in the equipment to be used in the performance of the
10 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)
11 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of
12 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the
13 amount or type of insurance carried by the CONSULTANT has become inadequate.
- 14 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
15 subconsultants working under this Agreement.
- 16 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
17 insurance acceptable to the COUNTY.
- 18 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that
19 may give rise to a claim arising from the performance of this Agreement.

20 **N. Conflict of Interest**

21 CONSULTANT warrants, by execution of this Agreement, that no person or selling agency has been
22 employed or retained to solicit or secure this contract upon an agreement or understanding for a
23 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
24 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing
25 business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without
26 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the
27 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
28 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest
29 Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a

1 condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when
2 requested to do so by COUNTY.

3 **O. Legal Compliance**

4 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and
5 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in
6 effect and in any manner affecting the performance under this contract, including, without limitation,
7 workers' compensation laws and licensing and regulations.

8 **P. Nondiscrimination**

- 9 1. During the performance of this Agreement, CONSULTANT and its Subcontractors shall not act unlawfully
10 against any employee or applicant for employment because of race, religion, color, national origin,
11 ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and
12 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
13 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
14 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
15 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
16 Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by
17 reference and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give
18 written notice of their obligations under this clause to labor organizations with which they have a collective
19 bargaining or other agreement.
- 20 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and
21 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources
22 of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain
23 compliance with such Regulations, orders and instructions. Where any information required of
24 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,
25 CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the
26 information.
- 27 3. In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract,
28 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
29 limited to:

- 1 • Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
- 2 • Cancellation, termination, or suspension of the contract in whole or in part.

- 3 4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all
- 4 subcontracts to perform work under this contract.
- 5 5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49
- 6 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

7 **Q. Labor Code and Prevailing Wages**

- 8 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 9 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
- 10 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
- 11 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
- 12 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
- 13 compensation insurance and directly effect the method of prosecution of the work by CONSULTANT and
- 14 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
- 15 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
- 16 required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification
- 17 that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
- 18 CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California
- 19 Labor Code which require every employer to be insured against liability for worker's compensation or to
- 20 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
- 21 provisions before commencing the performance of the work of this contract."
- 22 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
- 23 wages applicable to the work, and for holiday and overtime work, including employer payments for health
- 24 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
- 25 been determined by the Director of the California Department of Industrial Relations. These wages are
- 26 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

27 **R. Review and Inspection**

28 CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities
29 including review and inspection on a daily basis, if requested.

1 **S. Record Retention / Audits**

- 2 1. CONSULTANT, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
3 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
4 administering the contract. All parties shall make such materials available at their respective offices at all
5 reasonable times during the contract period and for ten years from the date of final payment under the
6 contract or ten years from project closeout, whichever is later.
- 7 2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall
8 have access to any books, records, and documents of CONSULTANT that are pertinent to the contract
9 for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

10 **T. Ownership of Data**

11 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of
12 this contract will automatically be vested in COUNTY and no further agreement will be necessary to
13 transfer ownership to COUNTY.

14 **U. Confidentiality of Data**

- 15 1. All financial, statistical, personal, technical or other data and information which is designated confidential
16 by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected
17 by CONSULTANT from unauthorized use and disclosure.
- 18 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the
19 contract shall not authorize CONSULTANT to further disclose such information or disseminate the same
20 on any other occasion.
- 21 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,
22 including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or
23 CONSULTANT'S staff that are involved with the project, unless CONSULTANT shall be requested by
24 COUNTY to attend a public hearing or respond to questions from a Legislative committee.
- 25 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
26 nondisclosure of the same.
- 27 5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever
28 regarding work performed or to be performed under this contract without prior review of the contents
29 thereof by COUNTY and receipt of COUNTY's written permission.

1 **V. Funding Requirements**

- 2 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
3 agencies.
- 4 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
5 purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations,
6 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the
7 provisions, terms or funding of this contract in any manner.
- 8 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
9 amended or terminated to reflect any reduction in funds.

10 **ARTICLE V • PERFORMANCE**

11 **A. Performance Period**

- 12 1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless
13 terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be: 1200
14 calendar days.
- 15 2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until
16 the proposed contract is fully executed and approved by COUNTY.
- 17 3. CONSULTANT shall perform PROJECT services in accordance with the provisions set forth in Exhibit A,
18 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 19 4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
20 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
21 prior to final submission.
- 22 5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROJECT services,
23 COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur
24 any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may
25 request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all
26 covenants as stipulated in this contract.
- 27 6. Time is of the essence in this contract.

28 **B. Time Extensions**

- 29 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the

1 control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an
2 extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall
3 promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall
4 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the
5 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

- 6 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
7 intended to deny CONSULTANT its' civil legal remedies in the event of a dispute.

8 **C. Reporting Progress**

- 9 1. As part of the monthly invoice CONSULTANT shall submit a progress report in accordance to COUNTY.
10 Progress Reports shall indicate the progress achieved during the previous month in relation to the
11 Schedule of Services. Submission of such progress report by CONSULTANT shall be a condition
12 precedent to receipt of payment from COUNTY for each monthly invoice submitted.
- 13 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, and
14 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT'S work
15 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.
16 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

17 **D. Evaluation of CONSULTANT**

18 CONSULTANT'S performance will be evaluated by COUNTY for future reference.

19 **ARTICLE VI • COMPENSATION**

20 **A. Work Authorization**

21 CONSULTANT shall not commence performance of any work or project services until so directed by the
22 County Project Manager. No payment will be made prior to approval of this contract.

23 **B. Basis of Compensation**

- 24 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be
25 compensated for as defined in Exhibit A, Budget, which is attached hereto and incorporated herein by
26 reference. The total amount of the contract is not to exceed \$1,344,100.00 and inclusive of reimbursable
27 expenses.

28 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra
29 Work that may arise during the performance of this agreement. Contingency budget shall only be used at

1 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
2 PROJECT MANAGER.

3 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
4 by COUNTY.

- 5 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before
6 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,
7 equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or
8 desirability of incurring such costs.
- 9 3. For purchase of any item, service or consulting work not covered in CONSULTANT'S proposal and
10 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
11 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 12 4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall
13 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
14 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
15 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
16 conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment
17 and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
18 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
19 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair
20 market value shall be determined, at CONSULTANT'S expense, on the basis of a competent independent
21 appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by
22 COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such
23 sale must be approved in advance by COUNTY and AGENCIES.
- 24 5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of
25 CONSULTANT'S expenses incurred in the performance hereof, including travel and per diem, unless
26 otherwise expressly so provided.
- 27 6. In the event of errors or omissions in the plans for PROJECT, CONSULTANT shall perform the necessary
28 design services required to correct such errors and omissions without additional charge to COUNTY.
- 29 7. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost

1 of the Agreement is over Five Thousand Dollars (\$5,000).

2 **C. Progress Payments**

- 3 1. CONSULTANT shall submit monthly invoices for PROJECT Services in accordance with Exhibit A,
4 Budget.
- 5 2. CONSULTANT shall submit an invoice each month for PROJECT services performed during the
6 preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be
7 included with a Progress Report covering the same period as the submitted invoice.
- 8 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
9 made prior to the completion of each phase will not exceed the amount allowed in CONSULTANT'S cost
10 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
11 PROJECT MANAGER..
- 12 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
13 COUNTY PROJECT MANAGER of itemized invoices.

14 **ARTICLE VII • GENERAL TERMS**

15 **A. Law, Venue**

- 16 1. This Agreement has been executed and delivered in the State of California and the validity, enforceability
17 and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws
18 of the State of California.
- 19 2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out
20 of, in connection with, or by reason of this Agreement.

21 **B. Severability**

22 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to
23 be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect
24 and shall in no way be affected, impaired or invalidated thereby.

25 **C. Waiver**

26 Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this
27 Agreement shall be construed to operate as a waiver of any rights under this Agreement, and
28 CONSULTANT shall remain liable to the COUNTY in accordance with this Agreement for all damages to the
29 COUNTY caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement

1 to the standard of care of the CONSULTANT for its services, which shall be, at a minimum high standard of
2 care for master planning detention facilities.

3 **D. Review of Terms**

4 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this
5 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of
6 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that
7 this Agreement shall not be construed against any party as the drafter of this Agreement.

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ARTICLE VIII • APPROVALS

COUNTY Approvals

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

by Yasha X. Vucity Dated: 5-11-15

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

MARTON ASHLEY
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

Inland Foundation Engineering, Inc. (IFE)

COOPER Dated: 4/21/15

ALLEN D. EVANS
PRINTED NAME

PRESIDENT
TITLE

CONSULTANT:

_____ Dated: _____

PRINTED NAME

TITLE

EXHIBIT A

INLAND FOUNDATION ENGINEERING, INC.
Consulting Geotechnical Engineers and Geologists
www.inlandfoundation.com

- 1310 South Santa Fe Avenue, P. O. Box 937, San Jacinto, CA 92581-0937 - (951) 654-1555
- Country Club Business Park, 77622 Country Club Drive, Suite Q, Palm Desert, CA 92211 - (760) 200-2400

March 11, 2015

County of Riverside Economic Development Agency

3403 10th Street, Suite 400
Riverside, California 92501

Attention: Mr. Rizaldy Baluyot,
Supervising Project Manager

Subject: Fee Proposal - Revised
Deputy Soils and Material Testing & Inspection Services
East County Detention Center
82-675 Highway 111, Indio, California

Dear Mr. Baluyot:

Inland Foundation Engineering, Inc. (IFE) appreciates the opportunity to submit the attached fee proposal to provide soil engineering, material testing and special inspection services for the East County Detention Center (ECDC) project. In preparing the fee proposal, we reviewed pertinent sections of the following:

- Project Plans, East County Detention Center, Phase 1, Volumes 1 & 2, prepared by Helmuth, Obata & Kassabaum, et al, print dated August 7, 2014, Project No. 12.24034.00
- Project Plans, East County Detention Center, Phase 2, prepared by Helmuth, Obata & Kassabaum, et al, print dated August 8, 2014, Project No. 12.24034.00
- Specifications, Volumes 1 & 2, prepared by Helmuth, Obata & Kassabaum, et al, print dated July 25, 2014, Project No. 12.24034.00
- Plan Check Submittal Cost Estimates, Housing and Support Buildings, prepared by Vanir, dated April 2014

- Geotechnical Investigation, Proposed East County Detention Center, prepared by CHJ Consultants, Inc., dated October 23, 2013, Job No. 12643-3

We also met in your office on February 17, 2014 to discuss our proposed scope of service and fee estimate. This cost proposal reflects those items discussed and agreed to at the meeting. We also discussed the proposed project schedule as indicated below.

PERIOD OF PERFORMANCE

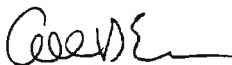
- Phase I construction duration: approximately 30 months
- Transition/Building occupancy duration: approximately 3 months
- Phase II construction duration: approximately 6 months

As we discussed, we intend to retain Aon Fire Protection Engineering Corporation (Aon) to provide smoke control system special inspection. A copy of Aon's fee proposal is attached. Page 5 of Aon's fee proposal lists "Client's Responsibilities" that will need to be addressed by the project contractor prior to and during performance of their special inspection. The smoke control inspection amount shown in the attached fee proposal spreadsheet includes a 10% allowance for fee increase (since their services will not likely be required until 2017), 20% mark-up, and a 50% contingency.

Our services will be invoiced on a time and materials basis at the rates shown on the attached fee proposal spreadsheet, or in accordance with our 2015 Fee Schedule, whichever is less. Any services that are provided in addition to those shown will also be invoiced in accordance with our fee schedule rates.

We look forward to the opportunity work with the County of Riverside Economic Development Agency through successful completion of the East County Detention Center project. If you have any questions or require any additional information, please call (951) 654-1555 or contact me by e-mail at aevens@inlandfoundation.com.

Respectfully,
Inland Foundation Engineering, Inc.



Allen D. Evans, G.E.
President

ADE:mw
Addressee: (1)

**FEE PROPOSAL
RIVERSIDE COUNTY EDA
EAST COUNTY DETENTION CENTER
MARCH 11, 2015**

Section 2- Field Services		Rate/hr.	X	Estimated # of Hrs.	=	Total Cost
Concrete						
37	RC deputy	\$ 95.00	X	1290	=	\$ 122,550.00
38	ACI sampling	\$ 95.00	X	1542	=	\$ 146,490.00
39	Batch plant inspection	\$ 95.00	X	260	=	\$ 24,700.00
40	Coring machine w/1 man	\$ 125.00	X	10	=	\$ 1,250.00
Masonry						
41	RM deputy	\$ 95.00	X	240	=	\$ 22,800.00
42	Pick up samples	\$ 95.00	X	32	=	\$ 3,040.00
43	Coring machine w/1 man	\$ 125.00	X	24	=	\$ 3,000.00
Structural steel and HSB						
44	SSW deputy	\$ 95.00	X	0	=	\$ -
45	Skidmore HSB testing	\$ 95.00	X	0	=	\$ -
46	NDT - ut, mp, dp	\$ 125.00	X	0	=	\$ -
47	Anchor bolt tests (pull out)	\$ 95.00	X	0	=	\$ -
48	Torque wrench	N.C.	X	0	=	\$ -
Soils						
49	Engineered Fill	-	X	0	=	-
50	Field Vehicle with Testing Equipment	\$ 10.00	X	5244	=	\$ 52,440.00
51	Field Technician	\$ 95.00	X	5164	=	\$ 490,580.00
52	Nuke Guage	N.C.	X	0	=	\$ -
53	Engineers Observations	\$ 130.00	X	270	=	\$ 35,100.00
Smoke Control System						
54	Aon Fire Protection Engineering Corporation	\$63,865.00	X	1	=	\$ 63,865.00
Waterproofing						
55	Waterproofing inspector	\$ 95.00	X	720	=	\$ 68,400.00
Miscellaneous						
56	Fireproofing Inspector	\$ 95.00	X	0	=	\$ -
57	OVERTIME	\$ 142.50	X	920	=	\$ 131,100.00
Professional Services						
58	Project engineer	\$ 130.00	X	460	=	\$ 59,800.00
59	Administration	\$ 60.00	X	460	=	\$ 27,600.00
60	Principal engineer	\$ 185.00	X	0	=	\$ -
61	Project closeout	N.C.	X	0	=	\$ -
Miscellaneous						
62	Acoustical Ceiling Pull Test, 1 of every 10 power-actuated fasteners	\$ 100.00	X	0	=	\$ -
63	Security Ceiling Assemblies pull testing, 1 of every 10 anchors used	\$ 100.00	X	0	=	\$ -
Total Cost Section 2 (sum of items 37 - 63)					=	\$ 1,252,715.00
Total Cost - FEE PROPOSAL (sum of items 1 - 63)					=	\$ 1,344,100.00

COMPANY: INLAND FOUNDATION ENGINEERING, INC.

INLAND FOUNDATION ENGINEERING, INC.
Consulting Geotechnical Engineers and Geologists
www.inlandfoundation.com

2015 Fee Schedule



1310 S. Santa Fe Avenue, P.O. Box 937, San Jacinto, CA 92581 (951) 654-1555
77-622 Country Club Drive, Suite Q, Palm Desert, CA 92211 (760) 200-2400

INLAND FOUNDATION ENGINEERING, INC.

**2015 Fee Schedule
Basis of Charges**

1. The prices listed herein are for typical services most frequently performed by Inland Foundation Engineering, Inc. (IFE). Prices for other services, including special quotes for volume work, will be provided upon request, but will be subject to the terms set forth below.
2. Invoices will be issued on a monthly basis, or upon completion of the project, whichever is sooner. The net amount of invoices is payable on presentation of the invoice.
3. A two-hour minimum charge will be invoiced for all field services, including standby time. A four-hour minimum charge will be invoiced for any field services that exceed two hours per day. A six-hour minimum charge will be invoiced for field services that exceed four hours per day. An eight-hour minimum charge will be invoiced for field services that exceed six hours per day. No charge will be incurred if cancellation is received by 5:00 pm the preceding day.
4. Field services that exceed 8 hours per day Monday through Friday and the first 12 hours on Saturday will be invoiced at 1.5 times the listed hourly rate. Field services that exceed 12 hours per day Monday through Saturday and all Sunday and holiday time will be invoiced at 2 times the listed hourly rates.
5. Outside services will include a maximum 20% markup.
6. The prices listed herein include standard invoicing with time detail summary. Additional administrative time will be charged if invoice backup information (timesheets, daily field reports, or work summaries) is requested.
7. Certified payroll for prevailing wage projects will be provided only if requested.
8. IFE carries workers' compensation & employer liability insurance, general liability insurance, automobile liability insurance and professional errors and omissions liability insurance, and will provide certificates upon request.
9. IFE routinely disposes of all soil samples after 30 days from submission of our final report. IFE reserves the right to return all obtained samples, including contaminated and potentially contaminated environmental samples to client, at client's expense.
10. Proper disposal or handling of soil boring cuttings, well development and purge waters, decontamination solutions, and other contaminated/potentially contaminated materials is the responsibility of the client. Upon request, IFE can provide containers for onsite containment and can advise the client regarding proper handling procedures.

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<u>PROFESSIONAL CHARGES</u>	<u>RATES</u>
Litigation: Expert Witness and Preparation (4 hr. minimum)	\$300.00/hr.
Principal Engineer / Geologist	175.00/hr.
Project Engineer / Geologist	150.00/hr.
Staff Engineer / Geologist	105.00/hr.
Supervisory Technician	100.00/hr.
Construction Inspector (ICC / AWS) – Regular Wage	75.00/hr.
Construction Inspector (ICC / AWS) – Prevailing Wage *	105.00/hr.
Field Soil / Concrete Technician – Regular Wage	70.00/hr.
Field Soil / Concrete Technician – Prevailing Wage *	105.00/hr.
Laboratory Technician	70.00/hr.
Drafting	75.00/hr.
Clerical (i.e.; typing, collating, printing, etc.)	65.00/hr.

* Public works projects or projects receiving public funds may be subject to payment of prevailing wages which are determined annually by the California Department of Industrial Relations. The prevailing wage rates listed above are valid through July 1, 2015 and are subject to revision as prevailing wage rates are revised by the California Department of Industrial Relations.

<u>OTHER CHARGES</u>	<u>RATES</u>
Field Vehicle with Testing Equipment	\$12.00/hr.
Nuclear Density Gauge	5.00/hr.
Mileage (No charge for local projects)	0.565/mile
Grading Compaction Report – Comprehensive	550.00 ea.
Compaction Test Report (i.e.; curb and gutter, electrical, gas, sewer, sidewalk, street, etc.)	200.00 ea.
Reproduction Charges: Xerox Copies (White paper)	0.20 ea.
Xerox Copies (Color paper)	0.40 ea.
Large Documents – 18" x 24"	2.00 ea.
Large Documents – 24" x 36"	3.00 ea.
Additional Copies of Bound and Signed Reports ² :	
Cost per Copy (Up to 30 pages)	25.00 ea.
Per Sheet (Over 30 pages)	0.40 ea.
File access charge after three (3) years:	
Cost of Reproduction Charges above, Plus one hour Clerical.	

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2015 Laboratory Testing Fee Schedule
SOIL

	<u>RATES</u>
Atterberg Limits (ASTM 4318)	\$ 150.00 ea.
Consolidation (ASTM D2435) – Intact Sample	250.00 ea.
Consolidation (ASTM D2435) – Remolded Sample	300.00 ea.
Consolidation (ASTM D2435) – With Time Rates	350.00 ea.
Corrosivity – Chlorides, pH, Resistivity, Sulfates (CTM 417, 422, 643, ASTM 657)	130.00 ea.
Direct Shear (ASTM D3080) – Intact Sample	250.00 ea.
Direct Shear (ASTM D3080) – Remolded Sample	300.00 ea.
Expansion Index (ASTM D4829)	150.00 ea.
Hydraulic Conductivity with Flexible Wall Permeameter (ASTM D5084)	By Quotation
Moisture Content (ASTM D2216)	20.00 ea.
Optimum Moisture/Maximum Density (ASTM D1557):	
Method A & B (4 in.)	160.00 ea.
Method C (6 in.)	175.00 ea.
Partial (Check Point)	60.00 ea.
California Test Method 216	175.00 ea.
R-Value (ASTM D2844)	250.00 ea.
Sand Equivalent (ASTM D2419)	75.00 ea.
Sieve Analysis with Hydrometer (ASTM D422)	225.00 ea.
Sieve Analysis without Hydrometer (ASTM D422)	145.00 ea.
Triaxial Shear (ASTM D2850, D4767):	
Multi-stage, single specimen, saturated	By Quotation
Per point U.U. (Unconsolidated, Undrained)	
Per point C.U. (Consolidated, Undrained)	
Per point C.D. (Consolidated, Drained)	
Unit Weight and Moisture Content, ring samples (ASTM D2216)	25.00 ea.
Visual Classification (ASTM D2488)	50.00 ea.

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2015 Laboratory Testing Fee Schedule
AGGREGATE

	<u>RATES</u>
Abrasion Resistance (L.A. Rattler) (ASTM C131, C535)	\$ 175.00 ea.
Clay Lumps and Friable Particles (ASTM C142)	125.00 ea.
Cleanness Value (CTM 227)	125.00 ea.
Durability Index, Coarse (ASTM D3744)	175.00 ea.
Durability Index, Fine (ASTM D3744)	110.00 ea.
Lightweight Particles (ASTM C123)	225.00 ea.
Percent of Flat/Elongated Pieces (ASTM D4791)	140.00 ea.
Percent of Crushed Particles (ASTM D693)	110.00 ea.
Moisture Content by Drying (ASTM C566)	50.00 ea.
Mortar Making Properties of Fine Aggregate (ASTM C87)	400.00 ea.
Organic Impurities (ASTM C40)	70.00 ea.
Sand Equivalent (ASTM D2419)	75.00 ea.
Sieve Analysis – Coarse to Fine (ASTM C136) (Includes No. 200 Wash)	145.00 ea.
Sieve Analysis – Processed Coarse (ASTM C136) (w/o No. 200 Wash)	75.00 ea.
Sieve Analysis – Processed Fine (ASTM C136) (Includes No. 200 Wash)	95.00 ea.
Materials Finer than No. 200 Sieve by Washing (ASTM C117)	50.00 ea.
Soundness Test, Sodium Sulfate (per sieve size) (ASTM C88)	150.00 ea.
Specific Gravity and Absorption, Coarse (ASTM C127)	100.00 ea.
Specific Gravity and Absorption, Fine (ASTM C128)	125.00 ea.
Unit Weight and Percent Voids (ASTM C29)	75.00 ea.

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2015 Laboratory Testing Fee Schedule
CONCRETE AND MASONRY

<u>CONCRETE</u>	<u>RATES</u>
Concrete Mix Design (Excluding Aggregate Quality Testing)	\$ 175.00 ea.
Concrete Mix Design Review	150.00 ea.
Compressive Strength (ASTM C39) (samples cured and/or tested)	22.00 ea.
Compressive Strength, Concrete/Gunite Core (ASTM C42)	50.00 ea.
Flexural Strength, 6" x 6" Beam (ASTM C78)	70.00 ea.
Length Measuring of Drilled Core (ASTM C174)	50.00 ea.
Splitting Tensile Test (ASTM C496)	50.00 ea.
 <u>MASONRY</u>	
Brick and Structural Clay Tile – Compression (ASTM C67)	40.00 ea.
Concrete Masonry Unit Compressive Strength (ASTM C140)	60.00 ea.
Concrete Masonry Unit Moisture Content and Absorption (ASTM C140)	50.00 ea.
Concrete Masonry Unit, Unit Weight (ASTM C140)	40.00 ea.
Mortar Strength (Cylinder)	20.00 ea.
Mortar Strength (2" Cube) (ASTM C109)	35.00 ea.
Grout Prism Compressive Strength (3" x 3" x 6") (ASTM C942)	35.00 ea.
Masonry Core Compressive Strength (ASTM C42)	50.00 ea.
Masonry Prism Compressive Strength (8" x 8" x 16") (ASTM E447)	125.00 ea.

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2015 Laboratory Testing Fee Schedule
ASPHALT CONCRETE

RATES

Asphalt Concrete Mix Design (Hveem, Marshall)	By Quotation
Asphalt Content by Ignition Oven (CTM 382)	\$125.00 ea.
Gradation and Asphalt Content by Ignition Oven (CTM 382)	265.00 ea.
Specific Gravity of Compacted Specimen (ASTM D1188, D2726)	175.00 ea.
Compressive Strength of Bituminous Mixture (ASTM D1074)	110.00 ea.
Marshall Stability and Flow Test (ASTM D1559)	225.00 ea.
Hveem Stability Value and Maximum Density (CTM 366)	140.00 ea.
Kneading Compacted Maximum Density (CTM 304)	110.00 ea.
Marshall Maximum Density (ASTM D1559)	150.00 ea.
Theoretical Maximum Density of Asphalt Mixture (ASTM D2041)	140.00 ea.

INLAND FOUNDATION ENGINEERING, INC.
Consulting Geotechnical Engineers and Geologists
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- Country Club Business Park, 77622 Country Club Drive, Suite Q, Palm Desert, CA 92211 - (760) 200-2400

2015 Laboratory Testing Fee Schedule
STEEL

REINFORCING STEEL

RATES

Tensile Strength and Elongation	
No.11 Bar and Smaller	\$55.00 ea.
No.14 Bar	90.00 ea.
Bend Test, No.11 Bar and Smaller	30.00 ea.

STRUCTURAL STEEL

Machining and Preparation of Test Specimen	Cost + 20%
Tensile Strength and Elongation	
Up to 200,000 lbs	75.00 ea.
200,000 to 300,000 lbs	95.00 ea.
300,000 to 400,000 lbs	115.00 ea.
Bend Test	50.00 ea.

PRESTRESSING WIRE AND TENDONS

Tensile Strength, Single Wire (ASTM A421)	100.00 ea.
Tensile Strength, 7-Wire Strand (ASTM A416)	160.00 ea.