

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH RMA GROUP, INC.
(MATERIAL TESTING AND SPECIAL INSPECTION SERVICES - ON-CALL
ENGINEERING AND PROFESSIONAL CONSULTING SERVICES, RFP 24-069AS)**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2024 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and RMA Group, Inc., a California corporation with its principal place of business at 12130 Santa Margarita Court, Rancho Cucamonga, CA 91730 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing on-call material testing and special inspection services to public clients, is licensed in the state of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the On-Call Engineering and Professional Consulting Services, RFP 24-069AS project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the on-call material testing and special inspection services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to June 30, 2027 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at

least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Slawek Dymerski, Johnny Rodriguez, Joe Bouknight, Haitham Dawood, Ken Dowell, Jay Burnham, Raymond Roblero, and Thomas Junker.

3.2.5 City's Representative. The City hereby designates Savat Khamphou, Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Johnny Rodriguez, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

To the extent applicable, Consultant shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Consultant shall make available for inspection and copying any and all documents or information associated with Consultant's and its subconsultants' and subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Consultant is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Consultant shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Consultant shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** minimum; per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** minimum; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** minimum; per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be

covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers’ Compensation and Employer’s Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is

currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) per fiscal year ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If

City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

RMA Group, Inc.
12130 Santa Margarita Court
Rancho Cucamonga, CA 91730
Attn: Johnny Rodriguez

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any

interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic

Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH RMA GROUP, INC.
(MATERIAL TESTING AND SPECIAL INSPECTION SERVICES - ON-CALL
ENGINEERING AND PROFESSIONAL CONSULTING SERVICES, RFP 24-069AS)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: DocuSigned by:
Savat Khamphou
CB312E179B8E463...
Savat Khamphou
Public Works Director/City Engineer

Reviewed By: DocuSigned by:
Keegan Olds
489814FCC7654CD...
Keegan Olds
Acting CIP Manager

Reviewed By: DocuSigned by:
Rachel McLure
8E09EDCD6C1D46F...
Rachel McLure
CIP Supervisor

Reviewed By: DocuSigned by:
Tracy Martin
0F4DDBC75F5B46B...
Tracy Martin
Senior Project Manager

Reviewed By: DocuSigned by:
Yasmin Lopez
E8E9E3136B4492
Yasmin Lopez
Purchasing Manager

Attest: _____
Sylvia Edwards, City of Corona, CA
City Clerk

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH RMA GROUP, INC.
(MATERIAL TESTING AND SPECIAL INSPECTION SERVICES - ON-CALL
ENGINEERING AND PROFESSIONAL CONSULTING SERVICES, RFP 24-069AS)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

RMA GROUP, INC.
a California corporation

By: 
Slawek Dymerski
President

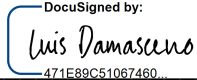
By: 
Luis Damasceno
Chief Financial Officer

EXHIBIT “A” SCOPE OF SERVICES

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the On-Call Material Testing and Special Inspection Services necessary for the Project. The Services are more particularly described herein.

The design-related services shall include preparation of project specific plans and specifications, including calculations signed and stamped by a professional engineer registered in the State of California with specific experience in the design and construction of subject facilities. Under the supervision of said engineer, the consultant shall perform or cause to be performed by others, all necessary services to prepare a complete set of biddable construction documents (following all applicable City of Corona standards, requirements and specifications). The consultant’s services shall include the following project management assistance in support of the categories listed below:

- Provide project management and coordination with City staff. Prepare and provide project status updates including updates to scope status, schedule and cost.
- Perform Quality Assurance/Quality Control (QA/QC).
- Prepare and perform presentations to City staff, the public and other stakeholders.
- Prepare and attend project coordination meetings with City staff and other permitting agencies.
- Prepare cost estimates and project schedules.
- Prepare meeting agenda and minutes.

Support services typically needed by the City for each design-related Category include, but are not limited to, the following list:

MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

(Pursuant to SB 854 Requirements and Form of Agreement, Section 3.3.5 “Prevailing Wages”)

The City desires to retain testing and inspection consultants to provide quality assurance services for upcoming construction projects. These projects include street pavement, traffic signals, underground utilities, buildings, bridges, parks, and facilities improvements. The required services shall include, but are not limited to, the following:

1. Provide field inspections and compaction tests for trench backfill, grading, and asphalt concrete pavement construction. Submit daily field reports to the City and final report at the completion of work.
2. Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the project specifications, Standard Specifications for Public Works Construction, and Caltrans Standard Specifications.
3. Perform the following tests on various construction materials:
 - a. Mix Designs
 - b. Portland Cement Concrete

- c. Concrete Masonry
 - d. Brick Masonry
 - e. Masonry Prisms
 - f. Mortar and Grout
 - g. Fireproofing
 - h. Soils and Aggregates
 - i. Asphalt Concrete
 - j. Reinforcing Steel
4. Recommend testing method on defective work and advise the City of acceptance standards.
 5. Provide source inspections for concrete and asphalt concrete at mixing plants, and in advance for the required inspections and tests.
 6. The testing laboratory shall be under the supervision of a registered engineer with experience in inspection and testing of construction materials. This engineer shall certify the results of all tests performed by the lab personnel under his/her supervision.
 7. The selected firm(s) shall maintain laboratory testing equipment in accordance with recognized national standards.
 8. Correlation Testing Program: The Materials Laboratory shall be a participant in one of more of the following testing programs:
 - a. AASHGO Materials Reference Laboratory (ARML)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

The contract term shall be effective on or about _____ through June 30, 2027 with one (1) additional three-year option renewal period, on an as-needed basis, with no guaranteed usage for on-call professional engineering and/or on-call professional consulting services. Pricing shall remain effective and in force for the entire initial contract term. City reserves the right to exercise option year renewals in its sole discretion. Subsequent contract term extensions, if exercised by the City, are as follows:

- **Option 1, if exercised, shall be effective July 1, 2027 through June 30, 2030.**

Option year pricing shall be negotiated by the Parties prior to commencement of each additional three-year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Increases in labor costs subject to mandated prevailing wage or minimum wage increases during any contract extension term must be supported, at time of contract negotiation, with documentation from the appropriate entity enforcing the increase in labor costs. Consultants must provide labor cost increases to the City a minimum of thirty (30) days in advance of contract or amendment term end date.

**EXHIBIT “C”
COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

CONSULTANT RATES

Personnel Charges - Professional Staff

Product Name	Units	Rate (\$)
Project Engineer - Laboratory	HR	\$190.00
Administrative	HR	\$70.00
Principal Engineer	HR	\$220.00
Principal Engineer - Expert Witness	HR	\$500.00
Principal Engineer - Court Appearance	HR	\$600.00
Senior Project Manager	HR	\$190.00
Project Engineer	HR	\$190.00
Staff Engineer	HR	\$145.00
Drafting	HR	\$110.00
Project Manager	HR	\$165.00
Construction Manager	HR	\$185.00
Resident Engineer	HR	\$200.00
Senior Project Architect/Landscape Architect, Senior Land Surveyor	HR	\$225.00
Professional Engineer, Land Surveyor, Architect/Landscape Architect	HR	\$225.00
Engineer-in-Training, Civil Engineering Designer	HR	\$170.00
CAD Designer/Technician	HR	\$185.00
Engineering Assistant	HR	\$165.00
Administrative Assistant, Project Administrator	HR	\$100.00
Two-Man Survey Crew	HR	\$360.00
Two-Man Survey Crew	DAILY	\$2,880.00
Ground Penetrating Radar Utility Locating Crew	HR	\$360.00
Ground Penetrating Radar Utility Locating Crew	DAILY	\$2,880.00

Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Soils Engineering Technician	HR	\$130.00
Soils Technician Compaction Testing	HR	\$130.00
Soils Technician Rough Grading	HR	\$130.00
Soils Technician Retesting	HR	\$130.00
Public Works Inspector	HR	\$125.00
Public Works Technician	HR	\$130.00
Public Works Inspector - Asphalt Paving	HR	\$130.00
Public Works Inspector - Asphalt Plant	HR	\$130.00
Public Works Inspector - Concrete Paving	HR	\$130.00
Public Works Inspector - Concrete Plant	HR	\$130.00
Public Works Technician - Asphalt	HR	\$130.00
Public Works Technician - Concrete	HR	\$130.00
Laboratory Technician - Field Lab	HR	\$130.00
Lead Roadway and Structures Inspector	HR	\$130.00
Structures Inspector	HR	\$135.00
Roadway Inspector	HR	\$130.00
Civil Inspector	HR	\$135.00
Building Inspector	HR	\$140.00
Special Inspector (ICC)	HR	\$130.00
Mechanical Electrical Inspector	HR	\$135.00
Special Inspector Reinforced Concrete	HR	\$130.00
Special Inspector Prestressed Concrete	HR	\$130.00
Special Inspector Concrete Batch Plant	HR	\$130.00
ACI Concrete Technician	HR	\$130.00

Pick-up and Delivery of Test Specimens	HR	\$100.00
ID Reinforcing or Structural Steel	HR	\$130.00
Special Inspector Fire Proofing	HR	\$130.00
Special Inspector Post Installed Anchors	HR	\$130.00
Special Inspector Roofing/Waterproofing	HR	\$130.00
Special Inspector Masonry	HR	\$130.00
Special Inspector Masonry (DSA)	HR	\$130.00
Special Inspector Shotcrete	HR	\$130.00
Special Inspector Post Tensioned Concrete	HR	\$130.00
Special Inspector Fire Stopping	HR	\$135.00
AWS Certified Welding Inspector- Field	HR	\$130.00
AWS Certified Welding Inspector- Shop	HR	\$130.00
Special Inspector Structural Steel	HR	\$130.00
Special Inspector High Strength Bolting	HR	\$130.00
Special Inspector Wood Construction	HR	\$130.00
Non Destructive Testing ASNT Level II	HR	\$135.00
Non Destructive Testing ASNT Level III	HR	\$250.00
Coatings Technician	HR	\$130.00
Special Inspector Fiber Wrap	HR	\$130.00
Radiographic Testing Crew	HR	\$500.00
Pull Torque Testing Technician	HR	\$130.00
Project Inspector (IOR)	HR	\$145.00
Asphalt Coring	HR	\$135.00
Concrete Coring	HR	\$135.00
Horizontal Wall Coring	HR	\$135.00
Assistant Wall Coring	HR	\$130.00
Supervising Soil Technician	HR	\$150.00
Supervising Public Works Inspector	HR	\$150.00
Supervising Special Inspector	HR	\$150.00
Quality Control Manager	HR	\$155.00
Reinforced Polymer Special Inspector	HR	\$150.00

Laboratory Tests - Steel

Product Name	Units	Rate (\$)
ASTM E605 Spray Applied Fireproofing Den	EA	\$135.00
ASTM A370 Rebar Tension up to #8	EA	\$70.00
ASTM A370 Rebar Tension #9 to #11	EA	\$85.00
ASTM A370 Rebar Tension #14	EA	\$125.00
ASTM A370 Rebar Tension #18	EA	\$180.00
ASTM A370 Bend Test Rebar up to #8	EA	\$60.00
ASTM A370 Bend Test Rebar #9 to #11	EA	\$70.00
ASTM A370 Bend Test Rebar #14	EA	\$125.00
ASTM A370 Bend Test Rebar # 18	EA	\$180.00
ASTM A370 Headed Bar Prod. Lot up to #8	LOT	\$275.00
ASTM A370 Headed Bar Prod. Lot #9 to #11	LOT	\$335.00
ASTM A370 Headed Bar Prod. Lot #14	LOT	\$515.00
ASTM A370 Headed Bar Prod. Lot #18	LOT	\$670.00
ASTM A416 Stress-Strain Analysis	EA	\$250.00
ASTM A416 Tensile Test Only	EA	\$175.00
ASTM A370 Tensile Up to 100K lbs (Each)	EA	\$85.00
ASTM A370 Tensile Up to 200K lbs (Each)	EA	\$100.00

ASTM A370 Tensile Up to 300K lbs (Each)	EA	\$130.00
ASTM A370 Tensile Up to 400K lbs (Each)	EA	\$180.00
ASTM A370 Tensile 400K - 500K lbs (Each)	EA	\$365.00
ASTM A370 Tensile Stress-Strain Percent	EA	\$205.00
AWS Weld: Macroetch	EA	\$130.00
AWS Weld: Fracture	EA	\$95.00
AWS Bend Test	EA	\$85.00
ASTM A370 Rockwell Hardness (Each)	EA	\$130.00
Steel Chemical Analysis	EA	\$255.00
ASTM F606 Bolt Axial Tensile to 7/8"	EA	\$70.00
ASTM F606 Bolt Wedge Tensile to 7/8"	EA	\$100.00
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	EA	\$105.00
ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2"	EA	\$130.00
ASTM F606 Bolt: Proof Load up to 7/8"	EA	\$110.00
ASTM F606 Bolt: Proof Load up to 1 1/2"	EA	\$135.00
ASTM F606 Nut: Proof Load up to 7/8"	EA	\$75.00
ASTM F606 Nut: Proof Load up to 1 1/2"	EA	\$130.00

Laboratory Tests - Soil

Product Name	Units	Rate (\$)
ASTM D4318 Plasticity Index of Soils	EA	\$335.00
ASTM D1883 California Bearing Ratio	EA	\$750.00
ASTM D2435 Consolidation	EA	\$295.00
ASTM D2435 Consolidation with Time Rate	EA	\$355.00
ASTM D3080 Direct Shear, Consol&Drained	EA	\$285.00
ASTM D4829 Expansion Index of Soils	EA	\$270.00
ASTM D2166 Unconfined Comp Strength	EA	\$335.00
ASTM D5333 Hydro Collapse Potential	EA	\$260.00
ASTM D2050 Tri-Axial Shear Strength	EA	\$550.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$75.00
ASTM D2216 Soil Moisture Content by Mass	EA	\$55.00
ASTM D698 Maximum Density Std Effort	EA	\$350.00
ASTM D1557 Max Density Optimum Moisture	EA	\$350.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$130.00
ASTM D4972 pH of Soils	EA	\$125.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$480.00
ASTM D2434 Const Head Permeability Test	EA	\$470.00
ASTM D1140 Materials Finer than #200	EA	\$160.00
ASTM D854 Specific Gravity of Soils	EA	\$295.00
ASTM D4546 Swell Potential	EA	\$260.00
ASTM D4943 Shrinkage Factor by Resin	EA	\$290.00
ASTM D559 Soil Cement Sample Preparation	EA	\$160.00
ASTM D558 Soil-Cement Maximum Density	EA	\$395.00
ASTM D1633 Compression Test Soil Cement	EA	\$130.00
AASHTO T100 Specific Gravity of Soils	EA	\$295.00

Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM C140 Block Compressive Strength	SET	\$100.00
ASTM C140 Block Moisture & Absorption	SET	\$110.00

ASTM C426 Block Linear Shrinkage	SET	\$375.00
ASTM C140 Block Unit Wt & Dimensions	SET	\$265.00
ASTM C90 Masonry Block Conformance	SET	\$740.00
ASTM C67 Brick Compressive Strength	SET	\$125.00
ASTM C67 Brick Moisture & Absorption	SET	\$110.00
ASTM C67 Brick 5 Hour Boil	EA	\$135.00
ASTM C67 Brick Modulus of Rupture	EA	\$135.00
ASTM C780 Mortar Cylinder Compression	EA	\$50.00
ASTM C1019 Grout Prism Compression	EA	\$55.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$130.00
ASTM C1314 Masonry Core Shear Str 8" Max	EA	\$130.00
ASTM E519 Assemblage Comp Str 8" Block	EA	\$155.00
ASTM E519 Assemblage Comp Str 12" Block	EA	\$140.00
ASTM E519 Assemblage Comp Str 16" Block	EA	\$175.00
ASTM C109 Compressive Strength 2" Cube	EA	\$75.00

Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
ASTM C39 Concrete Cyl Cured or Tested	EA	\$50.00
ASTM C42 Compressive Strength, Core	EA	\$130.00
ASTM C39 Cyl Tested out of Sequence	EA	\$80.00
ASTM C495 Lightweight Concrete Strength	EA	\$75.00
ASTM C78 Flexural Strength, Beam	EA	\$135.00
ASTM C1140 Shotcrete Panel Test	SET	\$450.00
ASTM C138 Unit Weight of Concrete	EA	\$90.00
ASTM C649 Concrete Modulus of Elasticity	EA	\$275.00
ASTM C157 Concrete Shrinkage (Set of 3)	SET	\$650.00
ASTM C496 Splitting Tensile Test	EA	\$125.00
ASTM C495 Density - Lightweight Concrete	EA	\$240.00
T 336 Coefficient of Thermal Expansion	EA	\$750.00

Laboratory Tests - Caltrans

Product Name	Units	Rate (\$)
CT202 Sieve Analysis, Combined Agg	EA	\$275.00
CT202 Sieve Analysis, Fine Agg	EA	\$210.00
CT202 Sieve Analysis, Coarse Agg	EA	\$195.00
CT235 Flat and Elongated Particles	EA	\$400.00
CT205 Percentage Crushed Particles	EA	\$275.00
CT206 Specific Gravity, Coarse Aggregate	EA	\$195.00
CT207 Specific Gravity, Fine Aggregate	EA	\$295.00
CT208 Apparent Specific Gravity of Fines	EA	\$295.00
CT229 Durability Index	EA	\$455.00
CT234 Angularity & Voids, Fine Agg	EA	\$295.00
CT211 Abrasion, Los Angeles Rattler	EA	\$375.00
CT227 Cleanness Value	EA	\$420.00
CT213 Organic Impurities in Sand	EA	\$135.00
CT214 Soundness by Sodium Sulfate	EA	\$650.00
CT226 Moisture Content by Oven Drying	EA	\$65.00
CT217 Sand Equivalent	EA	\$190.00
CT308(A) Core Density Paraffin Coated	EA	\$85.00

CT308(C) Core Density SSD	EA	\$75.00
CT303 Approximate Bitumen Ratio	EA	\$335.00
CT304/308(A) LTMD Kneading Compactor	EA	\$480.00
CT305 Swell of Bituminous Mixtures	EA	\$550.00
CT366 Stabilometer Value	EA	\$395.00
CT308(A)/366 Stability and Density	EA	\$490.00
CT308(C)/366 Stability and Density	EA	\$470.00
CT309 Maximum Theoretical Density	EA	\$295.00
CT370 Moisture Content by Microwave	EA	\$110.00
CT379 Asphalt Content Nuclear Gauge	EA	\$275.00
CT382 Ignition Oven Correction Factor	EA	\$550.00
CT382 Asphalt Content by Ignition	EA	\$275.00
CT371 Tensile Strength Ratio	EA	\$1,470.00
CT302 Film Stripping	EA	\$335.00
CT521 Concrete Cyl Compressive Strength	EA	\$50.00
CT523 Concrete Flexural Strength, Beam	EA	\$135.00
CT531 Length of Drilled Concrete Cores	EA	\$75.00
CT550 Surface Abrasion of Concrete	EA	\$535.00
CT534 Water Retention, Liq Curing Cmpnd	EA	\$570.00
CT521 Compressive Strength LCB	EA	\$50.00
CT524 RSC Flexural Strength, Beam	EA	\$135.00
CT515 Relative Mortar Strength, PCC Sand	EA	\$900.00
CT670 Tensile Strength up to #8	EA	\$95.00
CT670 Tensile Strength #8 - #11	EA	\$130.00
CT670 Tensile Strength #14	EA	\$180.00
CT670 Tensile Strength #18	EA	\$255.00
CT 52-1-08C Slip Test	EA	\$275.00
CT670 Operator Qualification up to #8	LOT	\$550.00
CT670 Operator Qualification #9 - #11	LOT	\$655.00
CT670 Operator Qualification #14	LOT	\$950.00
CT670 Operator Qualification #18	LOT	\$1,235.00
CT670 Operator Qualification up to #8	EA	\$550.00
CT670 Operator Qualification #9 - #11	EA	\$675.00
CT670 Operator Qualification #14	EA	\$950.00
CT670 Operator Qualification #18	EA	\$1,235.00
CT670 Production Lot up to #8 (Service)	LOT	\$355.00
CT670 Production Lot #9 to #11 (Service)	LOT	\$475.00
CT670 Production Lot #14 (Service)	LOT	\$635.00
CT670 Production Lot #18 (Service)	LOT	\$825.00
CT670 Production Lot up to #8 (Ultimate)	LOT	\$455.00
CT670 Production Lot #9 to #11(Ultimate)	LOT	\$490.00
CT670 Production Lot #14 (Ultimate)	LOT	\$790.00
CT670 Production Lot #18 (Ultimate)	LOT	\$1,350.00
CT204 Plasticity Index, Atterberg	EA	\$355.00
CT209 Specific Gravity of Soil	EA	\$295.00
CT216 CA Impact Max Density	EA	\$325.00
CT216 CA Impact, Rock Correction	EA	\$95.00
CT301 Resistance R-Value Stabilometer	EA	\$450.00
CT417 Soluble Sulfates	EA	\$155.00
CT422 Chloride Content	EA	\$135.00
CT643 Resistivity and pH	EA	\$155.00

Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
ASTM D2726 Core Density (SSD)	EA	\$75.00
ASTM D1188 Core Density Parafilm Coated	EA	\$85.00
ASTM D6926 Lab Max Density Marshall	EA	\$395.00
ASTM D6927 Marshal Stability and Flow	EA	\$480.00
ASTM D1561 LTMD Kneading Compactor	EA	\$395.00
ASTM D1560 Hveem Stability and Density	EA	\$490.00
ASTM D1560 Hveem Stability	EA	\$375.00
ASTM D2041 Maximum Theoretical Density	EA	\$295.00
ASTM D6307 Ignition Oven Calibration	EA	\$550.00
ASTM D6307 Asphalt Content by Ignition	EA	\$285.00
ASTM D2172 Asphalt Content by Solvents	EA	\$475.00
ASTM D4125 Asphalt Content Nuclear Gauge	EA	\$335.00
ASTM D5444 Gradation of Extracted Agg	EA	\$335.00
ASTM D244 Emulsion Residue Evaporation	EA	\$280.00
ASTM D244 Emulsion Sieve Analysis	EA	\$185.00
ASTM D3910 Wet Track Abrasion	EA	\$285.00
AASHTO T324 Hamburg Wheel Tracking Test	EA	\$1,100.00
AASHTO T283 Tensile Strength Ratio	EA	\$1,200.00
AASHTO T275 Core Denisty Paraffin Coated	EA	\$85.00
AASHTO T312/T275 LTMD Gyrotory Compactor	EA	\$480.00
AASHTO T308 Asphalt Content by Ignition	EA	\$285.00
AASHTO T209 Theoretical Maximum Density	EA	\$295.00
AASHTO T308A AC Correction Factor	EA	\$550.00
AASHTO T324 Hamburg Wheel Tracking - RHMA	EA	\$1,100.00
AASHTO T283 Tensile Strength Ratio - RHMA	EA	\$1,200.00
AASHTO T312/T275 LTMD Gyrotory Comp. - RHMA	EA	\$480.00

Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM C131 Abrasion, Los Angeles Rattler	EA	\$375.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$135.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$255.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$290.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	\$280.00
ASTM C566 Moisture Content by Drying	EA	\$35.00
ASTM C117 Materials Finer than No. 200	EA	\$160.00
ASTM D2419 Sand Equivalent	EA	\$180.00
ASTM C289 Alkali-Silica Reactivity	EA	\$950.00
ASTM D4791 Flat & Elongated Particles	EA	\$395.00
ASTM D5821 Percent Fractured Particles	EA	\$275.00
ASTM C123 Percent Lightweight Particles	EA	\$295.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$635.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$290.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$265.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$255.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$260.00
ASTM C535, Abrasion Large Aggregate	EA	\$465.00

AASHTO T304 Angularity & Voids in Fines	EA	\$255.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$280.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$255.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$375.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	\$290.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$285.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$255.00
AASHTO T176 Sand Equivalent	EA	\$180.00
AASHTO T335 Percent Fractured Particles	EA	\$255.00

Equipment Charges

Product Name	Units	Rate (\$)
Portable Drilling Equipment	HR	\$750.00
Mobile Laboratory Trailer Mobilization	EA	\$1,500.00
Mobile Laboratory Trailer & Testing Equipment	DAY	\$700.00
Stationary Laboratory Trailer & Testing Equipment	MO	\$1,500.00
Mileage	MILE	Quote
Diamond Bit Core Rig and Generator	DAY	\$750.00
Nuclear Density Test Gauge	DAY	\$35.00
Hand Held Turbidity Meter	DAY	\$50.00
Ultrasonic Test Unit and Consumables	DAY	\$50.00
Magnetic Particle Test Unit	DAY	\$100.00
Skidmore	DAY	\$80.00
Schmidt Hammer	DAY	\$100.00
Torque Wrench	DAY	\$80.00
Proof Load Testing Equipment	DAY	\$150.00
Drilling Equip Mobilization / De-Mob	EA	\$800.00
ASTM C1028 Coefficient of Friction	DAY	\$800.00
Mini Environmental Quality Meter	DAY	\$400.00
Inertial Profiler	DAY	\$2,000.00
Materials / Supplies	LS	Quote
Holiday Tester	DAY	\$250.00
VOC Meter	DAY	\$200.00
Misc Permits	LS	Quote
Misc Fees	HR	Quote
Misc Subconsultant #1	LS	Quote
Set of Aerial Photographs	EA	Quote
Blueprinting	EA	Quote
Dutch Cone Penetrometer with Operator	HR	\$875.00
Hollow Stem Auger Drill Rig w/ Operator	HR	\$775.00
Portable Drilling Equipment w/ Operator	HR	\$750.00
Bucket Auger Drill Rig with Operator	HR	\$875.00
Air Rotary Drill Rig with Operator	HR	\$900.00
Rotary Wash Drill Rig with Operator	HR	\$950.00
Per Diem	DAY	\$150.00