

ATTACHMENT A

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
FENAGH LLC
FOR
GEOTECHNICAL FIELD AND LABORATORY TESTING SERVICES,
PROJECT CC21-122**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "Agreement"), is made and entered into by and between THE CITY OF VICTORVILLE, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and Fenagh LLC, a California corporation, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City requires **Geotechnical Field and Laboratory Testing Services**; and

WHEREAS, Consultant represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, **Geotechnical Field and Laboratory Testing Services**; and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

Section 2. SCOPE OF SERVICES

Consultant shall provide to the City those services set forth in the Scope of Services, attached hereto as Exhibit "A", and incorporated as part of this Agreement by this reference.

Section 3. COMPENSATION

The City shall pay to Consultant a sum not to exceed **Two Hundred Thousand and 00/100 Dollars (\$200,000.00)** for faithful performance of the services to be rendered under this Agreement, subject to the Fee Schedule provisions of Section 4, below. No expense

reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B", below; (ii) appear on Consultant's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

Section 4. COST PROPOSAL AND FEE SCHEDULE

The City shall pay Consultant as provided in the Cost Proposal and Fee Schedule attached hereto as Exhibit "B", and incorporated as part of this Agreement by this reference. The provisions of Exhibit "B" notwithstanding, in order to receive payments, Consultant shall be required to submit to the City detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Consultant's invoice.

Section 5. PREVAILING WAGES

a. In accordance with the provisions of the California Labor Code (1720,1770-1776, 1810, 1813 and 1815), the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the Project is to be done. Copies of the updated Wage Determination rates are available from the State of California via the internet at www.dir.ca.gov. Additionally, copies of the prevailing rate of per diem wages are on file at the City of Victorville Finance Division and shall be made available for review to any interested party on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor and all subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the work contemplated by this Agreement. Contractor shall be responsible for using correct and current prevailing wage rates.

b. **AB219 (as applicable)** adds Section 1720.9 to the Labor Code, the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency or any political subdivision of the state. Section 1720.9 defines the term "ready-mixed" concrete and specifies that the rate of pay shall be the current prevailing wage "for the geographical area in which the factory or batching plant is located" as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services. Nothing in Section 1720.9 shall cause any company to be treated as a contractor or subcontractor for any purpose other than the application of this chapter of the Labor Code.

c. The delivery company shall provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

d. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not

relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code Section 1720, et seq.; California Code of Regulations, Title 8, Section 16000 *et seq.*; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

NOTE: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Confirmation of certified payroll submittal to the Department of Industrial Relations (DIR) is required with each invoice to the City. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the Contractor's invoice.

Section 6. TERM OF AGREEMENT

This Agreement shall commence on the date of full execution of the Agreement (the "Commencement Date") and expiring three (3) years after the Commencement Date (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

Section 7. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the Parties that Consultant is an independent contractor and not an employee, agent, joint venture, or partner of the City. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Consultant or any employee or agent of Consultant. Both Parties acknowledge that Consultant is not an employee for state or federal tax purposes or any other purpose. Consultant shall retain the right to perform services for others during the term of this agreement.

Section 8. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF CONSULTANT

a. Consultant represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(2) The City will not hire, supervise, or pay any employees or assistants working for Consultant pursuant to this Agreement. Nothing contained in this Agreement shall prevent the City from hiring Consultant's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(5) Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(7) Other than attendance at required public meetings and public hearings, and complying with the provisions of the Fee Schedule set forth in Exhibit B and any procedural requirements set forth by law, Consultant is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF THE CITY

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Consultant or by any third person to create the relationship of principal and agent.

b. Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the City to any obligation whatsoever.

Section 10. **LICENSES AND PERMITS**

Consultant represents that it has obtained and will maintain at all times during the Initial Term (and during the Option Period, if applicable) of this Agreement all business licenses, including but not limited to a City of Victorville business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

Section 11. **STANDARD OF PERFORMANCE; WARRANTY**

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to **Brian Gengler, City Engineer**, or his designee.

b. By executing this Agreement, Consultant warrants that it:

- (1) Has thoroughly investigated and considered the services and work to be performed;
- (2) Has investigated the issues regarding the scope of services to be provided;
- (3) Has carefully considered how the services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

Section 12. **FAMILIARITY WITH WORK**

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from **Brian Gengler, City Engineer**, or his designee.

Section 13. **CONFLICTS OF INTEREST**

Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

Section 14. **COMPLIANCE WITH LAWS**

Consultant shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Consultant or its employees, officers, or board members.

Section 15. **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Commercial General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), Commercial Vehicle Liability Insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. **WORKERS' COMPENSATION INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

Section 17. **PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

Section 18. **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation and Professional Liability, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

Section 19.**WAIVER OF SUBROGATION RIGHTS**

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 20.**PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS**

a. Consultant shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during the Option Period, if applicable), of this Agreement.

e. The Commercial General Liability and Vehicle Liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Consultant's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Consultant's insurance and shall not contribute with it."

Section 21.**TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. **TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

Section 23. **INDEMNIFICATION**

a. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

b. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Subsection a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees.

c. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

d. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

Section 24. **REPORTS**

Upon request by **Brian Gengler, City Engineer**, or his designee, or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in

Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

Section 25. **RECORDS**

a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **Brian Gengler, City Engineer**, or his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **Brian Gengler, City Engineer**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Consultant hereunder shall be retained by Consultant and made available to **Brian Gengler, City Engineer**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. **RESERVED**

Section 27. **CONFIDENTIALITY; OWNERSHIP OF WORK**

a. Any and all documents and information obtained from the City or prepared by Consultant for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to the City upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of **Brian Gengler, City Engineer**, or his designee, or as required by applicable law.

c. Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **Brian Gengler, City Engineer**, or his designee, or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Consultant's services or when requested by **Brian Gengler, City Engineer**, or his designee. Such materials may be used, reused or otherwise disposed of by the City without the permission of Consultant.

e. Consultant's covenants under this Section 27 shall survive the termination of this Agreement.

Section 28.

PRINCIPAL REPRESENTATIVES

- a. **Martin B. Lowenthal, Regional Vice President**, is designated as the principal representative of Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.
- b. **Brian Gengler, City Engineer**, or his designee, shall be the principal representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.
- c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 29.

MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES

- a. This Agreement may be modified or amended only by a written instrument signed by both Parties.
- b. During the Initial Term, the City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of **Geotechnical Field and Laboratory Testing Services**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

Section 30.

ENTIRE AGREEMENT

- a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.
- b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.
- c. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

Section 31.

AMBIGUITIES

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibit "B"** are attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Consultant/Professional Services Standard Provider Agreement and

Exhibit “B” the terms of this Consultant/Professional Services Standard Provider Agreement shall control and nothing set forth in **Exhibit “B”** shall be deemed to supersede any of the provisions of this Consultant/Professional Services Standard Provider Agreement.

Section 32. **NOTICES**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City: Brian Gengler, City Engineer
Engineering Department
City of Victorville
14343 Civic Drive
Victorville, CA 92392

To Consultant: Martin B. Lowenthal, Regional Vice President
Fenagh LLC
9070 Center Avenue
Rancho Cucamonga, CA 91730

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 33. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Consultant or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 34. **REVIEW BY ATTORNEYS**

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. **WAIVER**

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. ASSIGNMENT

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. CARE OF WORK

The performance of services by Consultant or the payment of money by the City shall not relieve Consultant from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Consultant.

Section 38. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 39. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 40. GENDER

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 41. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 43. DEFAULT

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however,

that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 44. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 45. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 46. ATTORNEYS' FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Consultant, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

Section 48. **REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING AGREEMENT**

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 49. **COUNTERPARTS**

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

FENAGH LLC

By: _____
Debra Jones,
Mayor

By: _____
Martin B. Lowenthal,
Regional Vice President

Dated: _____

Dated: _____

ATTEST

By: _____
Charlene Robinson,
City Clerk

Dated: _____

THE CITY OF VICTORVILLE

APPROVED AS TO STANDARD
FORM:

By: _____
John Preston,
Risk Manager

By: _____
Andre de Bortnowsky,
City Attorney

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

See Attachment

**CITY OF VICTORVILLE
RFP CC21-122
GEOTECHNICAL FIELD AND LABORATORY TESTING SERVICES**

PROJECT: Various Projects for City of Victorville

The City of Victorville Engineering Department is soliciting cost quotes for geotechnical field and associated laboratory testing services. The work generally entails taking soil samples, conducting in-situ density tests of pipeline trench backfill including but not limited to: trench bottom, pipe-zone, sub grade, sub base, base and overlying asphalt for various type of projects i.e., sewer, water, storm drains and the associated improvements. All soils testing shall be conducted in accordance with ASTM Standard D1556 and/or ASTM D2922. All work shall be done on an on-call basis unless directed otherwise.

The testing is required for the City's Quality Assurance Program for the Capital Improvement Projects. These projects generally consist of pipeline installation including any related appurtenances and/or roadway reconstruction. Typical location of the work will be within City of Victorville boundary and its service areas.

Your cost proposal shall include the cost to perform the following:

- Observations of the backfill operations and the subsequent determination of the soil in-situ density and moisture content of the backfill material followed by the determination of the relative density as required for trench backfill and any asphalt paving; cost to perform such tasks shall be included in the cost of hourly rate of technician.
- Time for the technician to acquire the soil samples and perform tests as required by the Project Engineer/Manager shall be included in the unit price of the test.
- Field report with test results submitted to the City representative at end of each day of testing.
- Preparation of (1) hard copy and (1) digital copy of the laboratory reports with test results.
- The relative compaction required varies between 90% - 95%
- Travel time will not be counted.
- City representative reserves the right to request a substitute technician of its liking to ensure that the tasks being performed by the technician are to the satisfaction of the City representative; please submit the list of technician(s) available and their resumes at the time of Contract Award.

EXHIBIT B

COST PROPOSAL/FEE SCHEDULE

See Attachment


FENAGH
 ENGINEERING AND TESTING

COST PROPOSAL FORM

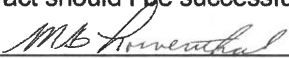
CITY OF VICTORVILLE
RFP CC21-122
GEOTECHNICAL FIELD AND LABORATORY TESTING SERVICES
COST PROPOSAL FORM

TO THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA:

The undersigned declares he has carefully examined the Terms and Conditions; & being familiar with all of the conditions surrounding the work, including labor, hereby proposes to furnish all labor, materials, tools, equipment, & incidentals, to complete all the work. All rates submitted must be all-inclusive & final. The City will not pay any separate costs for travel, lodging, equipment, per diem, printing, shipping, etc.

ITEM	APP.QTY	UNIT	DESCRIPTION	UNIT PRICE	PRICE
1	1	HR	SOIL TECHNICIAN (4 Hour Minimum)	\$82.00	\$328.00
2	1	EA	SOIL MAXIMUM DENSITY	\$120.00	\$120.00
3	1	EA	AGGREGATE BASE MAXIMUM DENSITY	\$140.00	\$140.00
4	1	EA	ASPHALT MAX DENSITY	\$120.00	\$120.00
5	1	EA	R-VALUE	\$200.00	\$200.00
6	1	EA	SIEVE ANALYSIS (Soil Classification)	\$165.00	\$165.00
7	1	EA	SAND EQUIVALENT	\$70.00	\$70.00

I hereby certify that I have the authority to offer this proposal/bid to the City of Victorville for the below listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

 _____ Proposer's Signature	Fenagh LLC dba Fenagh Engineering & Testi _____ Company Name
Martin B. Lowenthal _____ Printed Name	Regional VP _____ Title
	06/16/2021 _____ Date



FEE SCHEDULE - CITY OF VICTORVILLE RFP CC21-122 6/16/2021
PERSONNEL FEES AND BASIS OF CHARGES
 INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	National Code	Standard Rate/Hour	Discounted Rate/Hour
* FIELD INSPECTION SERVICES			
Steel Visual Welding		\$150.00	
Steel Visual Bolting		\$150.00	
Nondestructive - UT, MT, PT		\$150.00	
Steel Visual/NDT Combination		\$150.00	
Concrete ACI Sampling		\$150.00	\$82.00
Concrete ICC/ACI-II (Rebar/Placement)		\$150.00	\$82.00
Concrete PT		\$150.00	
Masonry		\$150.00	
Fireproofing (Thickness/Density)		\$150.00	
Firestopping/Fire-safing		\$150.00	
Soil Technician w/Nuclear Gauge and/or Sand Cone		\$150.00	\$82.00
Asphalt Technician w/Nuclear Gauge		\$150.00	\$82.00
Roofing & Weatherproofing/Waterproofing		\$150.00	
Structural Wood Framing		\$150.00	
Shotcrete		\$150.00	
Fiber Reinforced Concrete (FRP)		\$150.00	
Multi-Disciplined Inspector		\$150.00	
Specialty Inspector where certification not above is required		\$150.00	
Quality Control Manager		\$155.00	
ASNT Level III		\$175.00	
Laboratory Technician/Sample Runner		\$150.00	
Project Coordinator		\$150.00	
Technician Typist		\$150.00	
**PROFESSIONAL SERVICES			
Principal Engineer (Civil/Structural)		\$225.00	\$175.00
Geotechnical Engineer		\$245.00	\$75.00
Consulting Engineer (Envelope)		\$295.00	
Associate Engineer, Licensed		\$225.00	
Project Geologist		\$225.00	
Project Manager		\$325.00	\$50.00
Staff Engineer		\$225.00	
Field Supervisor		\$200.00	\$0.00
SPECIAL SERVICES			
Portable and Mobile Laboratories, Concrete and Soils		QOR	
*** Off-Site Structural Steel or Precast Fabrication		\$185.00	
* Epoxy Bolt Proof Load/Pull Testing		\$135.00	
* Expansion Anchor Proof Load/Torque Testing		\$135.00	
* Coring, 1 Person (including equipment)		\$325.00	
* Coring, 2 Persons (including equipment)		\$425.00	
Engineering Project Research		QOR	
Geotechnical Site Investigations/Foundation Reports		\$7,500.00	
Floor Flatness Testing FF/FL		\$295.00	
Floor Flatness Testing FF/FL - Report Fee		\$500.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$100/Kit	ASTM F1869	\$115.00	
Relative Humidity Testing - (\$100/kit)	ASTM F2170	\$115.00	
GPR (Ground Penetrating Radar)		\$350.00	
Concrete Crack Gauge Monitoring		\$350.00	
Building Envelope - Air Leakage Rate by Fan Pressure	ASTM E779	\$750.00	
Water Penetration of Windows, Skylights, Doors and Curtain Walls by Uniform or Cyclic Pressure	ASTM E1105	\$2,850.00	
Air and Water Infiltration Leakage Testing	AMMA 501.2	\$2,850.00	
Electronic Leak Detection of Roof (Vector Mapping)		QOR	
Air Content Test Equipment		\$100.00	
Slump & Temperature Equipment		\$100.00	
Fireproof Density and Adhesion/Cohesion Inspection Kit		\$100.00	
Administration, Accounting, Special Projects, Notary, Certified Payroll		\$125.00	\$0.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)		\$350.00	
Welding Procedure Review (less than 48 hours notice - \$500)		\$350.00	
Welder Qualification Test Record	AWS	\$1,000.00	
Geotechnical Pad Letter (less than 48 hours notice - \$2,000)		\$1,500.00	
Final Letter (less than 48 hours notice - \$2,000)		\$1,500.00	
Expert Witness Court appearance, per day		\$2,400.00	

* Field inspection services will be billed in accordance with minimums shown on Basis of Charges.

**Professional engineering services and laboratory technician services will be billed at actual time.

*** All plant inspections are located within 50 miles of the project location. Steel shops will be AISC certified and concrete plants will be PIC certified.

**** Two inspections performed by the same inspector during a site visit will be billed at the combination rate.

***** Three or more inspections performed by the same inspector during a site visit will be billed at the multi-disciplined rate.

All fees subject to Basis of Charges



FENAGH
ENGINEERING AND TESTING

BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services other than supervisory will be charged at applicable rates. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Fenagh reserves the right to adjust the rates quoted in this contract based upon any CPI/state mandated increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

Job Cancel/Show-up time	2 Hours
Reinspection time	1.25 x quoted hourly rate

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	1.5 x quoted hourly rate

MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$25.00/each	
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$5.00 minimum	
Wireless Router/Data Card for Jobsite Internet	\$100.00/day	
Parking Fees	At Cost	
Air Travel	Cost Plus 5%	
Outside Services	Cost Plus 20%	
Per Diem	\$125.00/day	
Mileage	Standard Federal Rate	
Trip Charge	\$200/day	
Sample Pickup	\$150.00/Each	\$100.00/Each
Weekend Sample Pickup	\$75.00/hour	
Project Administration	7% of Monthly Invoice	
Samples Made by Others	\$110 + Test Cost	
Laboratory Sample Witness Fee	\$100.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR	
Returned Check Fee	\$100.00	
Expedited Dispatch Request (inspections scheduled less than 12 hours notice)	1.5 X quoted hourly rate	

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests maybe tested by sub consultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

LIMIT OF LIABILITY

The total liability of Fenagh, LLC is limited to the contract dollar value.

INSURANCE

For the waiver of subrogation if required by client, a 3% Fenagh administrative fee will be added to all gross billings/revenue in addition to the 3% Project Management fee.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

All fees subject to Basis of Charges



LAB CONCRETE AND MASONRY TESTS

CONCRETE	National Standard	Standard Rate/Each	Discounted Rate/Each
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$55.00	
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	\$55.00	\$15.00
Compressive Strength of Cylindrical Concrete Specimens (over 3500 psi)	ASTM C39	\$85.00	
Compressive Strength of Cylindrical Concrete Specimens (over 6000 psi)	ASTM C39	\$115.00	
Cylinder molds. 6" x 12" and 4" x 8" (Per Case)	ASTM C470	\$60.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$65.00	
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (cores)	ASTM C42	\$150.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$300.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$210.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage 1 Sample)	ASTM C157	\$100.00	
Shotcrete Nozzleman Qualification	ACI 506, ASTM C42 and C1140	\$300.00	
Shotcrete Pre-Qualification Cores	ACI 506, ASTM C42 and C1140	\$75.00	
Shotcrete Production Cores	ASTM C1140	\$75.00	
Coefficient of Thermal Expansion	AASHTO T336	\$360.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$325.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$775.00	
Cement Quality Sampling		\$585.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$50.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$250.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$260.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room		\$200.00	
Density of Hydraulic Cement	ASTM C188	\$260.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$200.00	
GFRC Pull Test	PCI	\$500.00	
GFRC Flexural Test	PCI	\$500.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$60.00	
Petrographic Analysis		\$3,500.00	
MASONRY			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$85.00	
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$125.00	
Compressive Strength of Masonry Prisms	ASTM C1314	\$125.00	
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$175.00	
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$150.00	
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$250.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$250.00	
Masonry Core Shear Testing		\$250.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$400.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$1,000.00	
Mortar Molds. 2" x 4". Single Use		\$125.00	
Mortar or Grout, Stored and Cured, Not Tested (including mold)		\$125.00	
AGGREGATES (SOILS AND CONCRETE)			
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	ASTM C136	\$150.00	\$80.00
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	ASTM C136	\$200.00	
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	ASTM C117	\$250.00	
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	\$200.00	\$165.00
Evaluating Cleanness of Coarse Aggregate		\$250.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88	\$175.00	
Unit Weight of Aggregate		\$125.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$150.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$250.00	
Organic Impurities in Fine Aggregates for Concrete	ASTM C40	\$225.00	
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127	\$225.00	
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128	\$225.00	
Resistance of Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131	\$500.00	
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821	\$250.00	
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$250.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419	\$125.00	\$95.00
Flakiness Index of Coarse Aggregate		\$175.00	
Durability Index (Fine)	ASTM D3744	\$275.00	
Durability Index (Coarse)	ASTM D3744	\$275.00	
Durability Index (Fine and Coarse)	ASTM D 3744	\$285.00	
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	\$400.00	

*Unusual sample preparation for brick specimen will be charged at the established hourly rate.

All fees subject to Basis of Charges



LAB SOILS AND ASPHALT TESTS

SOILS	National Code	Standard Rate/Each	Discounted Rate/Each
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$425.00	
Caltrans Corrosivity Package		\$425.00	
Resistivity and pH Measurements of Soil and Water		\$200.00	
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water		\$200.00	
Soils and Waters for Sulfate Content		\$150.00	
Soils and Waters for Chloride Content		\$150.00	
Swell Test Under 60psf Surcharge (per SNV Amendments to IBC)	ASTM D2435 (Modified)	\$175.00	
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$550.00	
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$550.00	
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$450.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	\$400.00	
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	\$400.00	\$120.00
Field Density Test for Compaction		\$200.00	
Hydrometer Only	ASTM D422	\$450.00	
pH of Soils	ASTM D4972	\$450.00	
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844	\$600.00	\$200.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass	ASTM D2216	\$200.00	
Density of Soil in Place by the Drive-Cylinder Method	ASTM D2937	\$125.00	
Expansion Index of Soils	ASTM D4829	\$375.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084	\$450.00	
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D698/D1557	\$225.00	\$120.00
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$300.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$300.00	
Density of Hydraulic Cement	ASTM C188	\$275.00	
Volatile Organic Content	EPA 8260B	QOR	
Semi Volatile Organics by GC/MS (Basic Target List)	EPA 8270C	QOR	
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR	
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Zylenes, %SS	EPA 8015B	QOR	
ICP Metals Concentration	EPA 6020	QOR	
pH	EPA 9045D	\$450.00	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR	
Chromium Soluble	EPA 7196A	QOR	
Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)	ASTM D2974	\$250.00	
Universal Soil Classification System (USCS) Test	ASTM D2487	\$400.00	
California Bearing Ratio Test	ASTM D1883	\$400.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166	\$250.00	
ASPHALT	National Code		
Bituminous Material Content of Asphaltic Concrete Mixtures By The Nuclear Method		\$900.00	
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172	\$750.00	\$375.00
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR	
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549	\$250.00	
Bituminous Mixtures Utilizing Four Inch Marshall Apparatus		\$325.00	
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926	\$250.00	
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	ASTM D1188 and D2726	\$900.00	
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931	QOR	
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444	\$350.00	
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$900.00	\$550.00
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041	\$350.00	\$140.00
Swell of Bituminous Mixtures		\$350.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461	\$850.00	
Preparation of HMA Superpave Gyrotory Compaction	AASHTO T312	\$900.00	
Determination of Voids in Compacted Bituminous Mixtures		\$450.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307	\$400.00	
Determination of Asphalt Binder Content of Asphaltic Concrete Mixtures (RAP) by the Ignition Method		\$400.00	
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307	\$400.00	
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven		\$400.00	
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	\$2,000.00	
Compressive Strength of Bituminous Mixtures	ASTM D1074	\$250.00	

* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

** Does not include sample preparation or sieve analysis

All fees subject to Basis of Charges



FENAGH
ENGINEERING AND TESTING

LAB METALS AND OTHER MATERIALS TESTS

METALS MATERIALS MECHANICAL TESTS	National Code	Standard Rate/Each	Discounted Rate/Each
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$325.00	
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$125.00	
Tension Testing of Metallic Materials (Welding Coupon Tensile)	ASTM E8, B557 and AWS B4.0	\$325.00	
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$325.00	
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR	
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$300.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$250.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$300.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR	
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	\$300.00	
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$175.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$350.00	
Rockwell Hardness of Metallic Materials	ASTM E18	\$100.00	
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$225.00	
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR	
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$225.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$250.00	
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$250.00	
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	\$1,000.00	
OTHER MATERIALS MECHANICAL TESTS			
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$400.00	
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$400.00	
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$350.00	
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars (FRP)	ASTM D3039	\$800.00	
Moisture Content of Non-Typical Materials	ASTM C566	\$250.00	
Aluminum Oxide Content	ASTM C25	\$750.00	
Viscosity of Non-Typical Materials	ASTM D2196	\$450.00	
Plastic Ultimate Tensile	ASTM D638	\$350.00	
FIREPROOFING			
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$250.00	
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$100.00	
CONTACT INFORMATION			
Arizona: 1746 E. Madison Street, Suite 5 • Phoenix, AZ 85034 • P 480.867.6877			
Nevada: 3842 E. Post Road, Suite B • Las Vegas, NV 89120 • P 702.449.2132			
New England: 12 Tech Cir • Natick, MA 01760 • P 617.938.3774			
New York: 54-21 73rd Place • Maspeth, NY 11378 • P 516.423.3482			
Northern California: 3942 Valley Avenue, Suite A • Pleasanton, CA 94566 • P 925.403.4747			
Southern California: 9070 Center Avenue • Rancho Cucamonga, CA 91730 • P 909.587.6374			
Texas: 3709 Promontory Point Drive, Suite 210 • Austin, TX 78744 • P 925.403.4747			

All fees subject to Basis of Charges