

## CITY OF SAN CLEMENTE

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 8th day of January, 2024, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio , San Clemente, California, 92673 ("City") and **GeoLogic Associates, Inc.**, a **California Corporation**, with its principal place of business at **2777 East Gausti Rd. 1, Ontario, CA 91761** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **As-needed geotechnical & related** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **As-needed geotechnical & related** consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional **As-needed geotechnical & related** consulting services for **various utilities, civil, and transportation projects**, ("Project") as set forth in this Agreement.

#### 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 professional **As-needed geotechnical & related** consulting 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 **October 17, 2023 until the work is completed to the City's satisfaction**, 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.

##### 3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. 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, the City being only concerned with the finished results of the work being performed. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. 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 solely 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. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. Consultant is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

3.2.2 PERS Eligibility and Employee Payments Indemnification. In the event that Consultant's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the City. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment that the City may be required to make for work done under this Agreement. The provisions of this section 3.2.2 are continuing obligations that shall survive expiration or termination of this Agreement.

3.2.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. 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.

3.2.4 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.6 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: **Robbie Warner, Mark Vincent, Greg Shagam.**

3.2.7 City's Representative. The City hereby designates **David Rebensdorf**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.8 Consultant's Representative. Consultant hereby designates **Gary Lass, CEO**, or his/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/her 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.

3.2.9 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.

3.2.10 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 warrants 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 have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, 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.

3.2.11 Laws and Regulations. 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 Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers 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.

3.2.12 Safety. Consultant shall execute and maintain its work 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 work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Thousand Dollars (\$50,000.00)** without written approval of the City Council. 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 invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

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 the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("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 agrees to fully comply with such 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. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

**3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. 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 four (4) years from the date of final payment under this Agreement.

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or 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, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 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.

3.5.1.3 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.

3.5.2 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: **GeoLogic Associates, Inc.**  
**2777 East Gausti Rd. 1**  
**Ontario, CA 91761]**  
ATTN: **Gary Lass, CEO**

City: City of San Clemente  
910 Calle Negocio  
San Clemente, CA 92673  
ATTN: **Laura Campagnolo, City Clerk**

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.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 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 or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). 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 provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided

that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which 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.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 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.

3.5.5 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.

### 3.5.6 Indemnification.

3.5.6.1 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, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct 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 damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 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.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

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

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

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall 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 do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 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.

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

3.5.15 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.

3.5.16 No Third-Party Beneficiaries. There are no intended third party



beneficiaries of any right or obligation assumed by the Parties.

3.5.17 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.

3.5.18 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. 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.

3.5.19 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.

3.5.20 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 Worker's 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.

3.5.21 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.

3.5.22 Counterparts/Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement may be executed electronically with the same force and effect as original ink signatures.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

**CITY OF SAN CLEMENTE**

By: Andy Hall  
Andy Hall (Feb 9, 2024 2:36 PST)  
Andy Hall, City Manager

Dated: 2/9/24, 2024

**ATTEST:**

Laura Campagnolo  
Laura Campagnolo (Feb 11, 2024 2:09 PST)

CITY CLERK of the City of  
San Clemente, California

**APPROVED AS TO FORM:**

Elizabeth A. Mitchell  
Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY  
OF FUNDING:**

Matthew Schmelzel  
Finance Authorization

GeoLogic Associates, Inc., a  
California Corporation

\_\_\_\_\_  
("CONSULTANT")

By: Gary Lee Lass  
Gary Lee Lass (Feb 9, 2024 11:05 PST)  
Gary Lass, CEO

Dated: 2/9/24, 2024

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Consultant shall perform the following services on an as-needed basis as requested by the City:

# Geo-Logic

ASSOCIATES

April 19, 2019

Mr. Amir Ilkhanipour  
Public Works Department  
City of San Clemente  
910 Calle Negocio, Suite 100  
San Clemente, CA 92673

## PROPOSAL FOR AS-NEEDED GEOTECHNICAL AND RELATED PROFESSIONAL SERVICES

The City of San Clemente (City) requires professional consulting services for an As-needed Geotechnical and Related Professional Services Contract. Geo-Logic Associates (GLA) has extensive experience with geotechnical engineering and geologic services for a variety of projects ranging from dams, roadways, pipelines, reservoirs, ports and harbors, coastal, bridges, railroads, multi-story/high-rise buildings, and both flatland and hillside commercial/industrial and residential developments.

Our team offers:

- Project Manager **Neven Matasovic, PhD, PE, GE** who brings more than 30 years of experience in designing complex geotechnical engineering conditions. He works with clients in every stage of a project to develop cost saving and technically defensible solutions to his clients' most complex challenges.
- GLA's team offers areas of specialty expertise including foundations subject to static and seismic loading, shoring and dewatering, construction on soft ground, and slope stabilization and deep foundation and pier foundation design.
- GLA's project experience includes on-call geotechnical engineering and materials testing services to many Orange County and Los Angeles area public agencies including Orange County Community Resources, the East Orange County Water District, the City of Orange, OC Waste & Recycling, the City of Los Angeles, the Metropolitan Water District of Los Angeles, the City of San Bernardino, the Port of San Diego, and many more.

GLA has the right team, resources and experience to partner with the City for their on-call geotechnical and materials testing projects. We appreciate the opportunity to present our proposal to undertake this important project.

Sincerely,  
Geo-Logic Associates, Inc.



Gary Lass, PG, CHG, CEG  
Chief Executive Officer

## Background and Approach

---

GLA personnel have extensive experience with geotechnical and geological investigations, project Construction Quality Assurance (CQA), and construction design support for landslide remediation, roadways and transportation corridors, infiltration basins and watershed analysis, and all types of associated geotechnical investigations/documentation. With a combined 150 years of consulting experience between our key personnel team proposed to manage this contract, they bring an intimate knowledge of local conditions. Our staff includes members with experience on projects within the City of San Clemente (City) and neighboring communities, managing many projects within the anticipated geology in the City, including work in the Capistrano, Niguel, and Monterey formations. Our local experience includes landslide investigations (Via Ballena, Ave Columbo, Villa Pacifica), roadway and transportation (San Onofre Nuclear Generating Station), Pipeline and Utility installation (Via Ballena Storm-drain Relocation), and CQA materials testing (Prima Deshecha, multiple residential developments). Two of our key staff members (Witthoef and Shagam) live in the close proximity of the City.

Our approach to producing top tier professional services for our clients begins with how we listen to what the client needs. GLA is proud of our impeccable reputation within in the industry, which is a testament to our dedication to our product and services. Through experience we have learned that our greatest tool is listening to our clients' needs thoroughly and developing an approach to projects that are well communicated by all parties involved. After project kick off, GLA will remain in communication with the City throughout the project with progress update memos, conference calls and well written daily field reports. Our project manager Neven Matasovic will be involved at every level to gain clear understanding of the project progress and will personally conduct all communication with the City, to eliminate any delays or confusion. Our approach has proved effective with other geotechnical on-call contracts, and we have many repeat clients due to our commitment to providing a top tier product.

## Methodology

---

GLA strives to be at the forefront of our industry through innovation and refinement of our product and services. Being well rooted in the local geotechnical engineering industry in southern California, GLA has completed a broad range of geotechnical engineering projects within the cities that comprise the County of Orange, providing working knowledge of regulatory and permitting processes, coastal commission requirements, individual city special requirements and many other locale specific hurdles to be encountered. Our products and services always adhere to the most recent standards governing the industry including all city and county regulations, all relevant ASTM specifications, and state of California regulations. Mr. Matasovic's background within the geotechnical consulting community illustrates his dedication to constantly improving his field of study, while staying involved at every level of his projects. This translates to successful projects being completed on time and within budget. Another cost savings benefit associated with selecting GLA is working proximity to the City. All projects will be managed from our Costa Mesa Office with our primary engineering and field personnel residing in the Aliso Viejo & Dana Point areas, reducing travel time and increasing response time. Our state of the art geotechnical laboratory is located in Anaheim.

Below is a table of services and engineering tasks provided by GLA, and a general method of possible project tasks.

**Table 1 - Geotechnical Studies – GLA Capabilities**

**Geologic Reconnaissance:**

- Literature review
- Site reconnaissance and geologic mapping.
- UAV site documentation and mapping
- Photogrammetry and 3D model generation/analysis

**Field Exploration and Testing:**

- Subsurface exploration and field logging.
- Hollow stem auger drilling, mud rotary drilling, and cone penetration test CPT soundings.
- Recovery of samples.
- Performing of in-situ geotechnical tests including SPT, CPT (seismic shear wave velocity and pore pressure dissipation), and in-situ permeability testing, as required.
- Load- and proof-testing of piles and anchors.
- Geophysical testing and interpretation (seismic shear wave and p-wave velocity measurements, GPR and other geophysical seismic reflection/seismic refraction, downhole and cross-hole site characterization and investigation methods).
- Installation and monitoring of inclinometers, extensometers, and piezometers (both Casagrande and Vibrating wire piezometers, as appropriate).

**Geologic-Seismic Hazards Evaluations:**

- Seismicity and ground motion studies, using both probabilistic and deterministic methods.
- Site response analyses.
- Evaluation of liquefaction potential and conceptual mitigation measures, if required.
- Areal analyses for Identification and mitigation of expansive, collapsible, or dispersive soils.
- Evaluation of mass wasting processes, slope stability, landslides and rock falls.
- Fault studies.
- Seismic evaluations based on regulations and guidelines defined by the State of California's Alquist-Priolo (Earthquake Fault Zoning Act), and DMG Earthquake Hazard Zones as well as applicable local jurisdictional geotechnical investigation guidelines and special study zones within Metropolitan's service territory.
- Areal analyses for shallow groundwater, flooding or erosion potential.
- Provide seismic design requirements and recommendations based on appropriate local, state and national design codes.

**Geotechnical Analysis, Design and Recommendations Development for:**

- Design and construction of shallow and deep foundations (including large diameter and micro-piles) for public and private infrastructure including district yards, administration facilities, and buildings.
- Pipeline support and utility alignment projects.
- Deep excavations.
- Retaining structures and MSE wall design.
- Excavations, native and fill slopes and embankments.
- Bridges and roadway design and construction, including for bridge approaches and grade separations.
- Fluid containment, water storage facilities, dams, reservoirs and above ground storage tanks as well as water treatment plant facilities.
- Ground improvement and development of recommendations for mitigation of seismic and geologic hazards.
- Grading design for infrastructure, developments and large earthworks projects.
- Finite difference analytical methods, including two- and three dimensional non-linear dynamic geotechnical analyses (FLAC).
- for both dynamic and conventional static pile axial and lateral load tests for driven piles as well as

<p>monitoring indicator and production piles with Pile Driving Analysis (PDA).</p> <ul style="list-style-type: none"> <li>• for construction dewatering evaluations.</li> <li>• Geotechnical evaluations of landslides and landslide repair/mitigation.</li> <li>• Geotechnical evaluations of liquefaction potential and mitigation, including soil and site improvements. (vibro-replacement stone columns, soil-mixing and grouting design).</li> <li>• Modeling and analysis of seepage potential and seepage monitoring for large embankments (landfills, mine tailings impoundments and reservoirs).</li> <li>• Slope stability evaluation (including 2- and 3-D slope stability analyses and numerical modelling) and design for stabilization of native (cut) and fill (including embankment fill) slopes reinforcement/slope deformation mitigation.</li> <li>• Development of recommendations for ground improvement, including deep dynamic compaction vibro-replacement stone columns and compaction grouting.</li> <li>• Measures for fault rupture propagation hazard</li> <li>• Analysis and design for seismic retrofit of earthfill dams.</li> </ul>
<p><b>General grading:</b> Provide analyses and recommendations for the following:</p> <ul style="list-style-type: none"> <li>• Trench excavation, backfill and shoring.</li> <li>• Site grading, fill placement and compaction.</li> <li>• Subgrade preparation for foundations and footings of structures.</li> <li>• Bedding requirements for utilities and substructures.</li> <li>• Dewatering.</li> </ul>
<p><b>Pavement design:</b></p> <ul style="list-style-type: none"> <li>• Soil sampling, Laboratory testing, Provide R-values and CBRs of sub-grade for pavement design.</li> <li>• Develop pavement section for roadway, improvements based on usage.</li> </ul>
<p><b>Geotechnical Review and Related Document Preparation</b></p> <ul style="list-style-type: none"> <li>• Review and preparation of project specifications, review of design drawings.</li> <li>• Review and preparation of environmental impact reports, as they relate to the geotechnical aspects of the project.</li> <li>• Performance of third party and peer reviews on the work and reports of other geotechnical consultants.</li> </ul>
<p><b>Geotechnical Construction Monitoring</b></p> <ul style="list-style-type: none"> <li>• Geotechnical engineering and geologic evaluations and interpretations needed to confirm and verify construction site conditions and perform geotechnical construction monitoring.</li> </ul>
<p><b>Geotechnical Post-Construction Instrumentation and Monitoring</b></p> <ul style="list-style-type: none"> <li>• Geotechnical instrumentation and monitoring, evaluations and interpretations needed to confirm the post-construction performance of embankments and earth retaining structures, to include but not limited to piezometers, extensometers, slope indicators and tilt meters</li> </ul>

GLA works together in every stage of a project to develop cost saving, technically defensible solutions to our clients' most complex challenges. We are proud of the fact that we have saved our clients millions of dollars over the years.

**Geotechnical:** GLA personnel have performed geotechnical engineering and geologic services for a variety of projects ranging from dams, roadways, pipelines, reservoirs, ports and harbors, coastal, bridges, railroads, multi-story/high-rise buildings, and both flatland and hillside commercial/industrial and residential developments.

Projects has included geotechnical engineering, materials testing and inspection services on for a full range of project requirements on highways and bridges, plant facilities, residential, commercial, institutional and industrial development, hydraulic structures and impoundments, forensic studies, landfills, marine structures, and seismic foundation design and construction quality assurance inspection and testing. Areas of specialty expertise include foundations subject to static and seismic loading, shoring and dewatering, construction on soft ground, and slope stabilization and deep foundation and pier foundation design.

Our geotechnical engineers and engineering geologists are familiar with the Division of State Architects (DSA) and California Geological Survey (CGS) requirements for State owned/leased and essential services facilities. Our geotechnical engineers and soil technicians provide earthwork and foundation observation and testing services to insure compliance with the geotechnical report, working closely with the project inspectors-of-record. Key personnel with the firm also have a background in forensic investigations. This provides a unique perspective and allows an appropriate focus on key risk issues during design and construction.

**Construction Support:** GLA has provided construction quality assurance services on more than 700 projects including roads, buildings, mass earthworks projects, landfills, slurry walls, impoundments, earth embankments, leach pads, and pipelines. Our CQA material expertise includes all types of soil, asphalt, rock and almost all forms of liners and caps including clay and clay amended soil, geosynthetic liners.

**Materials Testing:** GLA provides our clients with state-of-the-art materials testing services, using our local geotechnical laboratory in Anaheim, GLA also operates a materials testing laboratory in Grass Valley, California. The laboratories share certifications in the DSA LEA program, CalTrans, US Army Corps of Engineers, the American Association of State Highway and Transportation Officials (AASHTO), and the Geosynthetics Accreditation Institute (GAI). GLA's laboratory services include both standard and custom testing equipment for soils, rock, geosynthetics, concrete and other materials.

**Work Plan**

GLA offers the City specialized professionals to provide the breadth and depth of On-Call Geotechnical Studies services you need to effectively and efficiently accomplish capital improvement plan (CIP) projects and augment your staff. We offer an array of geotechnical services that results in effective project management, enhances communication and reduces cost, minimizing the need to contract with other firms. We have prepared a summary of typical work tasks, key technical issues and GLA's typical approach to resolution is provided in Table 2, below.

**Table 2. Typical Work Tasks, Key Issues and GLA Approach to Resolution – Geotechnical Services**

Key Areas/Tasks	Typical Issues	GLA Approach to Resolution
<p><b>Permitting and Regulatory Compliance Support and Delayed Approvals</b> Prepare regulatory compliance documents. Assist in preparing, revising and submitting site permit applications.</p>	<p>Regulatory review can delay or unnecessarily complicate field investigation, construction, and operations.</p>	<p>Prepare and submit a Design Basis Memorandum prior to the onset of the project. Seek critical path approvals early. Allow for delay floats in the schedule. Develop detailed work plans and sound technical solutions. Determine extent of regulatory compliance. Manage expectations.</p>
<p><b>Field Investigations in Existing City Streets / Congested Site Areas</b></p>	<p>Site investigations in city streets with congested underground utilities and overhead lines; Traffic control required; Limited hours for site work; Permits for borings and well installations.</p>	<p>Prepare and comply with appropriate work plan, Traffic Control Plan and health and safety plan. Utility Mapping and Clearance, including dig-alert and geophysical and GPR approaches. Careful hand-auger upper 5 feet b.g.s. before proceeding with CPTs or borings. Where necessary, air-knife to 10 feet b.g.s. before drilling. Obtain all necessary permits in advance of field programs.</p>



Key Areas/Tasks	Typical Issues	GLA Approach to Resolution
<b>Field Investigation Planning and Execution - Unforeseen geotechnical conditions</b>	Field investigations identify unforeseen conditions as related to foundation support or site characterization (soils, perched groundwater, faulting, etc.)	Obtain and review all available data for the particular site or alignment. GLA routinely plans field investigations in two stages. In the first stage, GLA performs CPT sounding that is faster and cheaper than conventional drilling. This allows for careful planning and execution of drilling and associated sampling and design of well screens. If conditions identified by CPT deviate from those expected based on a review of available data, GLA will discuss findings immediately, with City and adjust field program as necessary.
<b>Geotechnical Engineering Design</b>	Challenging site, soil, groundwater or geologic conditions (e.g., slope instability, high liquefaction potential, dewatering requirements, expansive and/or collapsible soils, old landfill material in the profile).	The proposed team collectively has decades of relevant experience dealing with these issues across southern California. For example, instead of recommending expensive mitigation measures, we perform a more detailed evaluation which allows us, in many cases, to substitute ground improvement and/or pile foundations with post-tensioned reinforced concrete mat foundations, geogrid-reinforced subgrade, or combined. We are also experienced in Mechanically Stabilized Earth (MSE) wall design which has many advantages over the conventional reinforced earth design. On several projects we achieved significant savings for our clients by recommending fiberglass-reinforced asphalt pavement, staged construction, and geotechnical monitoring during construction.
<b>Seismic Analysis and Design</b>	Recent changes in California's input into the National Seismic Hazard Mapping program (e.g., UCERF-3) may result in ground motions that are significantly higher than those used for seismic design across the City.	Instead for recommending expensive retrofit and remedial measures (e.g., against soil liquefaction), GLA will propose a more detailed/advanced analysis to demonstrate that stability criteria are met under the elevated seismic loading.
<b>Stakeholder concerns considerations related to a site upgrade or new site development</b>	For example, where public is concerned about project due to excavations, tunneling, pile driving, fills/visual impacts and or construction induced vibrations.	GLA is familiar with and routinely provides clients with technical support for and successful community/stakeholder engagement and outreach and interface on a variety of multi-disciplinary issues for similar considerations.

## Project Organization and Staffing

### Project Management Approach

GLA's Project Manager and task leads are familiar with providing services on an on-call basis. GLA is committed to controlling costs through regular communication, timely discussions of work efforts, establishing a realistic project schedule, project tracking, cost and performance monitoring and regular reporting. GLA Project Manager will work with the City's engineering staff and project manager from the onset of the any given project/task order assignment under the on-call services contract to establish and agree on:

- A schedule of the Project Directive that includes the milestones/deliverables required by the City
- A budget to accomplish those tasks in accordance with the schedule.

The agreed upon schedule milestones and budget (including the WBS budgeted with personnel hours and costs) will be incorporated into the overall project management plan (PMP) to be provided within 30 days of notice to

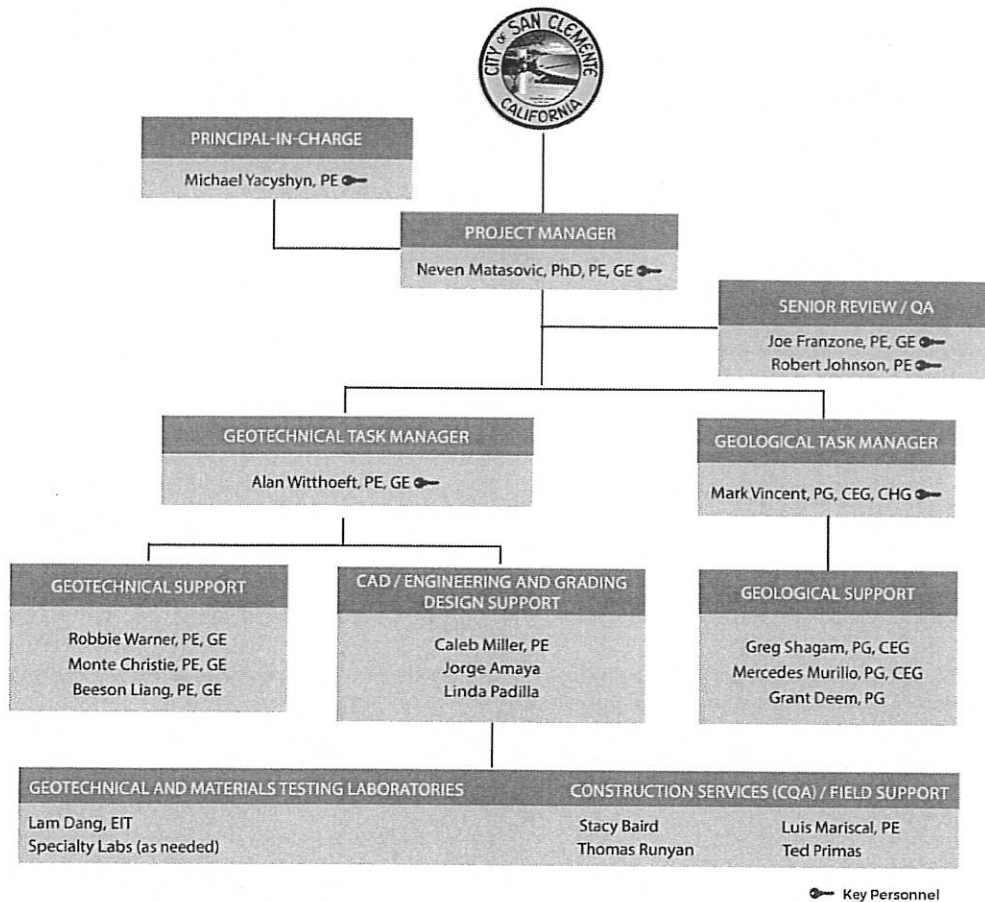
proceed, and individual assignments and task work orders issued by GLA to our subconsultants and will provide a structured outline for smooth project execution. Critical path items will be identified, to allow GLA's Project Manager, Technical leads and select team members to focus on resolving issues and completing tasks to stay ahead of the critical path so that the schedule will be maintained. Should changes to the scope of work or deviation from the schedule occur, GLA'S project manager will immediately notify the City's Project Manager.

**Organizational Chart**

GLA has the staff, equipment, laboratory facilities, and other resources to provide the professional geotechnical services requested by the City. GLA has provided an organizational chart (Figure 1) for the on-call services. The firm has assigned technical personnel with the appropriate training, direct skills and depth of expertise to meet the anticipated needs of the projects, and management personnel with proven abilities in cost and schedule control.

GLA's Project Manager, Mr. Neven Matasovic, PhD, PE, GE, is located in our Costa Mesa, California office in close proximity to the City's staff. Mr. Matasovic is further supported by key technical leads (Alan Witthoef, PE, GE, Mark Vincent, CEG, CHG, Joseph Franzone, PE, GE, and Robert Johnson, PE) located in our Costa Mesa, San Diego, and Ontario offices. **Resumes for key staff are provided in the appendix.**

**Figure 1. Organizational Chart**



**Staff Availability**

Table 3 shows the availability of our key staff at the time of this submittal. GLA has the staff, experience and depth of resources to manage multiple projects and/or tasks, as may be required by the City. GLA has reviewed the City's capital improvement plan and are confident our available staff resources will meet the City's needs.

**Table 3. Key Staff Availability**

Key Staff	Availability
Neven Matasovic	40%
Michael Yacyshyn	50%
Joe Franzone	50%
Robert Johnson	50%
Alan Witthoeft	75%
Mark Vincent	75%

## Related Experience

GLA's project experience includes on-call geotechnical engineering and materials testing services to many greater Los Angeles and Orange County area public agencies including Orange County Community Resources, the East Orange County Water District, the City of Orange, OC Waste & Recycling, the City of Los Angeles, the Metropolitan Water District of Los Angeles, the City of San Bernardino, the Port of San Diego, and many more. The GLA team has been providing environmental, construction support, and engineering services to other long term clients including:

**Table 4. Long Term Municipal Clients**

Agency	# of years	Agency	# of years
County of Orange	18	City of San Bernardino	18
City of Los Angeles	15	County of Santa Barbara	25
City of Irwindale	13	City of Santa Cruz	23
County of San Bernardino	26	City of Mountain View	20
City of San Diego	20	Dept of Toxic Substances	15
City of Riverside	17	Chevron Environmental Mgt	17
City of Redlands	17	City of Morgan Hill	20
County of Imperial	18	City of Fremont	13

## Project Experience/Reference Information

Our team qualifications support a successful track-record in Orange County and include a portfolio of successfully completed geotechnical projects. The projects descriptions below highlight our experience with the types of projects similar to the City's upcoming work. We have included client reference information and we encourage you to reach out to our clients to confirm our quality of work, the professionalism of our staff and the effectiveness of our project leadership.

### Sanitation Districts of Los Angeles County On-Call Geotechnical Quality Assurance Services

<b>Client</b>	County Sanitation Districts of Los Angeles County (LACSD)
<b>Contact Name/Phone Number</b>	Nitikhun Nitichaiyorrakul, PE, GE Project Manager; 3165 Pacific Highway, San Diego, CA 92101; (562) 908 - 4288;
<b>Years of Service</b>	2016 - present

In 2016, GLA was awarded a three-year on-call contract to provide Geotechnical and Construction Quality Assurance (CQA) services for the Sanitation Districts of Los Angeles County (LACSD) Water Reclamation Plants (WRPs), trunk lines, and solid waste landfills. To date, projects have included six assignment (Task Orders, TAFs). These assignments have been related to evaluation of deep excavations and trunk lines; and investigation, evaluation, and foundation recommendations for aboveground storage tanks.

Tasks include:

- Well Construction (including multiport wells)
- Geotechnical Field Investigations
- Geotechnical in-situ testing and sounding
- Geotechnical Laboratory Testing
- Environmental Laboratory Testing
- Probabilistic Seismic Hazard Analysis
- Design Ground Motions
- Liquefaction Triggering (Hazard) Analysis
- Liquefaction Impact Analysis
- Stability of Deep Excavation
- Settlement Evaluations
- Pavement Design

**On-Call Geotechnical Services for the County of San Bernardino, County of San Bernardino, CA**

**Client** County of San Bernardino Solid Waste Management District (SWMD)  
**Contact Name/ Address / Phone Number** Mr. David Doublet, Public Works Engineer; 222 W. Hospitality Lane #2, San Bernardino, CA 92415; (909) 386 - 8688  
**Years of Service** 2010-Present

GLA was originally awarded a three-year, on-call service contract in 2010, and was recently awarded a third three-year contract in 2016. Since the original award, numerous projects have been completed related to the design, operations, and maintenance of the County's solid waste disposal facilities. Specific projects have included:

- Two- and Three - Dimensional Slope Stability Analyses
- Final Cover Grading Plan
- Geotechnical Soil Waste Acceptance Procedures Reports for all active SWMD Landfills
- Construction Quality Assurance Services
- Geotechnical Laboratory Testing
- Evaluation of the Stability of a New Road Including Road Materials, Slope Design, and Fill Construction
- Year - Long Septage Capacity Study
- Develop Bid Documents for Erosion Control Measures to Stabilize Vulnerable Slopes
- Investigation of Foundation Conditions for Water Storage Tank and Retaining Wall

**City of Orange Water Department - On Call Geotechnical Contract, Orange, CA**

**Client** City of Orange  
**Contact Name/ Address /Phone Number** Son (Sonny) Tran, PE, Senior Civil Engineer; 300 E. Chapman Ave. Orange, CA 92866; (714) 744 - 2277  
**Years of Service** 2004 - 2017

Since 2004 until recently, GLA has been conducting both inclinometer and piezometer readings for the 12 million gallon 2A Reservoir to evaluate tank and slope stability. In addition, geologic mapping and engineering evaluation has been done to analyze slope movement and settlement under the reservoir. This is an on-going project with recommended future slope stability mitigation measures including deep, large diameter piles and grade beams to reduce the potential for future tank movement.

**Geotechnical Investigation, Design, Analysis and Permitting for the Poseidon Desalination Plant, Huntington Beach, CA**

**Client** Poseidon Water  
**Contact Name/Address/ Phone Number** Mr. Scott Maloni, Vice President; 17011 Beach Blvd, Suite 900 Huntington Beach, CA 92647; (619) 595 - 7802  
**Years of Service** 2005-2015

This project was initially awarded to GLA in 2005. GLA, with its proposed Senior Reviewer, Mr. Brian Constant, P.E., G.E. as a Project Manager, performed geotechnical site exploration, geotechnical site characterization, the initial faulting study, assessment of fault surface rupture potential, and developed foundation, piping, and pipeline design recommendations. The subsequent phase of the project called for detailed tsunami hazard assessment, fault rupture impact evaluation, development of the secondary fault rupture mitigation measures, nonlinear site response analysis, and evaluation of soil liquefaction mitigation options. That portion of the project was awarded to Geosyntec with Dr. Matasovic as a Project Manager and Lead Engineer. Upon his transition to GLA in 2014, Dr. Matasovic transferred the project to GLA, performed necessary updates of seismic hazard analysis prompted by change in regulations (UCERF-3), performed multiple risk analysis (combined impact of sea rise, flooding, tsunami and strong ground shaking), and obtained approval for this work from the California Coastal Commission in a record time.

**Cost Data**

Job title/classifications and billing rates for identified key personnel are provided in table 4 below.

**Table 5. Labor Classification / Billing Rates**

Job Title/Classification	Key Staff	Billing Rate
Principal Professional 1	Neven Matasovic, Michael Yacyshyn	\$250
Supervising Professional	Joe Franzone, Robert Johnson	\$216
Project Professional III	Alan Witthoeft	\$182
Senior Professional	Mark Vincent	\$202

GLA has a depth and wealth of resources to respond to our clients' project needs expeditiously and cost effectively. As tasks come-up our project manager/task leaders will review the scope of work and ensure that qualified staff members are identified and available to perform the work. GLA will use our preset 2019 fee schedule (provided in the appendix) to bill for any unnamed staff members or expenses. Our 2019 laboratory testing rates are also provided in the appendix.

**Statement of Compliance**

B. This Statement of Qualifications is in the strict compliance with the Request for Qualifications and Draft Agreement except for the item listed below.

E. Ownership of Documents

Section 7.1, which is captioned "Ownership of Documents", reads as follows:

All reports, software programs, as well as original data collected, original reproducible drawings, plans, studies, memoranda, computation sheets and other documents assembled or prepared by CONTRACTOR or furnished to CONTRACTOR in connection with this Agreement shall be the property of CITY and delivered to CITY at completion of the project or termination of this Agreement, whichever occurs first. Copies of said documents may be retained by CONTRACTOR, but shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY.

GLA suggests the following language should be added after the first sentence of the paragraph from Section 7.1 quoted above:

**However, Ownership of CONTRACTOR's work product only transfers to the CITY after CONTRACTOR has been paid for its services which generated that work product.**

**Other Information**

GLA does not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap. Should GLA utilize a subconsultant on this contract, that sub-contract will contain a similar provision.

**EXHIBIT "A-I"**  
**FEDERALLY REQUIRED PROVISIONS FOR SERVICES**

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall diligently perform the services to the City's satisfaction according to the timeframe requested by the City.

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery,



business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other

insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.12.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

**EXHIBIT "D"**  
**COMPENSATION**

Compensation for the services provided under this Agreement shall be on a time and materials basis at the hourly rates listed below. There are no reimbursable expenses under this Agreement. Total compensation under this Agreement shall not exceed \$50,000.00. Additional work shall require approval in writing in advance by the City Council.



## 2024 FEE SCHEDULE

### PROFESSIONAL STAFF

Staff Professional I.....	\$138.00/Hour
Staff Professional II.....	153.00/Hour
Staff Professional III.....	168.00/Hour
Project Professional I.....	184.00/Hour
Project Professional II.....	200.00/Hour
Project Professional III.....	216.00/Hour
Senior Professional I.....	224.00/Hour
Senior Professional II.....	239.00/Hour
Senior Professional III.....	255.00/Hour
Principal Professional I.....	270.00/Hour
Principal Professional II.....	289.00/Hour
Principal Professional III.....	308.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum) .....	2 x HourlyRate

### FIELD/LABORATORY STAFF

Technician I.....	97.00/Hour
Technician II.....	117.00/Hour
Technician III (or Minimum Prevailing Wage) .....	132.00/Hour
Technician IV .....	146.00/Hour
Laboratory Manager.....	176.00/Hour
Principal Technician.....	197.00/Hour
Managing Technician.....	211.00/Hour

### CADD/GIS

CADD/GIS/Database Manager I.....	117.00/Hour
CADD/GIS/Database Manager II.....	138.00/Hour
CADD Designer .....	153.00/Hour
GIS Specialist.....	153.00/Hour

### SUPPORT STAFF

Administrative Assistant I.....	117.00/Hour
Administrative Assistant II.....	132.00/Hour
Administrative Assistant III.....	135.00/Hour
Technical Editor.....	109.00/Hour
Senior Technical Editor.....	153.00/Hour

\*Overtime Premium is 35% of PERSONNEL CHARGE

### EQUIPMENT CHARGES

BAT Permeameter .....	200.00/Day
Compaction Testing Equipment & Supplies .....	50.00/Day
Peel & Shear Strength Apparatus (FML Seams) .....	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment .....	1,200/Month
Portable Laboratory (mobilization / demobilization).....	1,500.00
ReMi/Refraction Seismograph .....	600.00/Day
Sealed Single Ring Infiltrometer (SSRI) .....	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI) .....	Call for Quote
Slope Inclinator .....	250.00/Day
Unmanned Aerial Vehicle (Drone) Reconnaissance .....	250.00/Day

# Geo-Logic ASSOCIATES

## EXPENSES

Vehicle Use for Field Services .....	17.00/Hour or 500.00/week
Soil Sampling Equipment & Drilling Supplies.....	7.00/Hour
Groundwater Sampling Equipment and Supplies.....	17.00/Hour
Per Diem .....	Lesser of (Cost +15%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.).....	Cost + 15%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.).....	Cost + 15%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.).....	Cost + 15%

## PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

## INSURANCE

Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

## TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

## PROPOSAL PERIOD

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.

## 2024 FEE SCHEDULE

<u>TEST NAME</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
<b><u>Geotechnical / Physical Properties</u></b>		
Moisture Content, gravimetric.....	D2216/D4643.....	\$25/Test
Moisture Content (volumetric and gravimetric) and Bulk Density .....	D7263 .....	\$40/Test
Porosity.....		\$250/Test
Particle Size Analyses		
Standard Sieves and Hydrometer .....	D422 .....	\$250/Test
Particle Size Analysis – Dry Sieve .....	D421 .....	\$105/Test
Particle Size Analysis – Aggregate, no hydrometer .....	D422/C136/CT202.....	\$180/Test
Particle Size Analysis with Gravel with hydrometer .....	D422 .....	\$300/Test
Percent Passing #200 Sieve.....	D1140/C117 .....	\$90/Test
Atterberg Limits		
Liquid Limit, Plastic Limit, Plasticity Index (LL, PL, and PI) .....	D4318 .....	\$190/Test
Liquid Limit.....	D4318 .....	\$105/Test
Plastic Limit .....	D4318/CTM 204 .....	\$105/Test
Specific Gravity, Fine (<4.75mm diameter materials).....	D854 .....	\$125/Test
Specific Gravity, Coarse (>4.75mm diameter materials).....	C127 .....	\$130/Test
Proctor Compaction Test		
Method A or B (<25% retained on a 3/8" sieve).....	D698/D1557 .....	\$225/Test
Method C (>25% retained on a 3/8" sieve) .....	D698/D1557 .....	\$275/Test
Moisture Density Single Point, std/mod (Proctor check point) .....	D698/D1557 .....	\$90/Point
Moisture Density Curve.....	CTM 216 .....	\$225/Test
Percent Organic Matter by Muffle Furnace .....	D2974 .....	\$105/Test
<b><u>Permeability / Conductivity Testing</u></b>		
Hydraulic Conductivity, Fixed Wall, up to 6" Diameter Cell .....	Modified.....	\$315/Test
Flexible Wall Method, 1" to 4" Diameter Sample .....	D5084 .....	\$370/Test
<b><u>Strength and Consolidation Testing</u></b>		
Consolidation Testing		
Consolidation Test (single point) .....	D2435 .....	\$105/Test
Consolidation Test (without rate data).....	D2435 .....	\$190/Test
Test rate data per load increment .....	D2435 .....	\$70/Test-Load
Expansion/Collapse Testing		
Expansion Index of Soils.....	D4829 .....	\$180/Test
Expansion Index Test w/Cement or Lime treated soils .....	D4829 .....	\$230/Test
Strength Testing		
Unconfined Compressive Strength (UC), 2-3" .....	D2166 .....	\$110/Test
Triaxial Compression		
Unconsol.-Undrained Triax. Compression (UU), 2-3", 1-pt test .....	D2850 .....	\$215/Test
Consolidated Undrained Triax. Compression (CU), 2-3" (per point) ...	D4767 .....	\$500/Point
Consolidated Drained Triax. Compressions (CD), 2-3" (per point) .....	D7181 .....	\$745/Point
Direct Shear		
Direct Shear Test (saturated).....	D3080 .....	\$90/Point
Direct Shear Test (saturated, recycled – strain rate 0.0042"/min).....	D3080 .....	\$175/Point
Direct Shear Test (consolidated drained) .....	D3080 .....	\$205/Point
Direct Shear Test (consolidated drained, residual).....	D3080 .....	\$350/Point
Direct Shear Test (at natural moisture) .....	D3080 .....	\$80/Point
R-Value .....	D2844/CTM301.....	\$265/Test



## 2024 FEE SCHEDULE

<u>TEST NAME</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
<b><u>Aggregate Testing</u></b>		
Sand Equivalent .....	D2419/CMT 217 .....	\$100/Test
Durability Index (coarse) .....	D3744/CMT 229 .....	\$200/Test
Durability Index (fine) .....	D3744/CMT 229 .....	\$180/Test
<b><u>Soil with Amendments and Slurry Testing</u></b>		
R-Value (lime- or cement-treated soils) .....	D2844/CTM301 .....	\$315/Test
Compressive Strength, Soil-Cement .....	D1633/D1632 .....	\$205/Point
Pocket Penetrometer .....		\$20/Test
<b><u>Soil Chemistry</u></b>		
pH of Soil .....		\$25/Test
Chloride Content (subcontracted) .....	CTM 422 .....	\$65/Test
Sulfate Content (subcontracted) .....	CTM 417 .....	\$65/Test
Soil Resistivity (subcontracted) .....	G57/CTM 643 .....	\$125/Test
Corrosion Series (Min. resistivity, pH, SO <sub>4</sub> , Cl; subcontracted) .....		\$230/Test

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.



WORKER'S COMPENSATION INSURANCE CERTIFICATION

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**(ONE OF THE BOXES BELOW MUST BE CHECKED)**

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier Zurich American Insurance Co.

Policy Number WC 0166066-07

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

Dated: 2/9, 2024

GeoLogic, Associates, Inc.  
("CONSULTANT")

By: *Gary Lee Lass*  
Gary Lee Lass (Feb 9, 2024 11:05 PST)

CEO

Title

2777 East Guasti Rd

Address

Ontario, CA 91761