
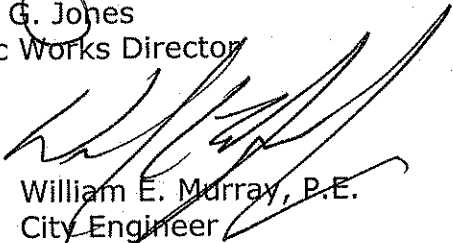


RECOMMENDATIONS

Staff recommends that City Council:

- Authorize the City Manager to enter into a consultant agreement with Associated Soils Engineering to perform materials testing services not to exceed \$175,000.00 for 3 years.


Keith G. Jones
Public Works Director

By: 
William E. Murray, P.E.
City Engineer

Recommended for Approval


Matthew Fertal
City Manager

Attachment: Agreement

CONSULTANT AGREEMENT

ASSOCIATED SOILS ENGINEERING, INC.

THIS AGREEMENT is made this 14 day of October, 2008, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and ASSOCIATED SOILS ENGINEERING, INC., a California corporation, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated April 22, 2008.
2. CITY desires to utilize the services of CONSULTANT to provide geotechnical and materials testing on an "as -needed" basis.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from date of this agreement until terminated.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of the following: to provide geotechnical and materials testing services on an "as-needed" basis as requested by City for various projects.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** One Hundred seventy-five thousand dollars (\$175,000.00)
 - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed One Hundred Seventy-Five Thousand Dollars.
 - 3.3 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit A.
 - 3.4 **Records of Expenses.** CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
 - 3.5 **Termination.** CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the project is terminated by CITY, then the

provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance Requirements**

4.1 **Commencement of Work** CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 **Workers Compensation Insurance** For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 **Insurance Amounts** CONSULTANT shall maintain the following insurance for the duration of this Agreement:

Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY;
- (b) Automobile liability in the amount of \$1,000,000 per occurrence; Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (a) shall designate CITY, its officers, official, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials,

employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by the CONTRACTOR/CONSULTANT. CONTRACTOR CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Edward C. Riddell, President
Associated Soils Engineering, Inc.
2860 Walnut Avenue
Signal Hill, CA 90755

(b) Address of CITY is as follows (with a copy to):

Engineering
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

Attorney
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT/CONTRACTOR is permitted to subcontract any part of this Agreement, CONSULTANT/CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT/CONTRACTOR. CITY will deal directly with and will make all payments to CONSULTANT/CONTRACTOR.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

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3/25/08
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT/CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT/CONTRACTOR.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT/CONTRACTOR.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

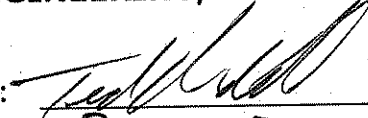
Dated: _____, 2008

By: _____
City Manager

ATTEST

**"CONSULTANT/CONTRACTOR"
ASSOCIATED SOILS
ENGINEERING, INC.**

City Clerk

By: 
Title: PRESIDENT

Dated: _____, 2008

Dated: MARCH 18, 2008

APPROVED AS TO FORM:


Garden Grove City Attorney

Dated: 4-3, 2008

**SOILS ENGINEERING, INC.**

Consulting Geotechnical Engineers

Principal Geotechnical Engineer/Geologist	\$150.00
Project Engineer/ Geologist	\$120.00
Staff Engineer/Geologist	\$100.00
Supervising Technician (Lab/Field)	\$85.00
Field Technician	\$65.00
Field Technician (Prevailing Wage)	\$90.00
Field Support Services	\$50.00
Office Services	\$50.00

**JANUARY 2008 FEE SCHEDULE
ENGINEERING AND TECHNICAL SERVICES**

(Hourly Rates)

Pile Inspector (Drilled/Driven/Tieback)	\$85.00
Registered Deputy Inspector	\$85.00
Laboratory Technician	\$60.00
Technical Typist	\$45.00
Technical Illustrator	\$60.00
Field/Lab Assistant	\$50.00
Expert Witness (Preparation & Court - 4 hr. min.)	\$300.00

LABORATORY TESTING AND CORING SERVICES**(Rate Per Test)****CLASSIFICATION AND INDEX TEST**

Sand Equivalent (Cal 217 or ASTM D2419)	\$60.00
Atterberg Limit (LL&PL per ASTM D4318-D84)	\$125.00
Shrinkage Factors (ASTM D427)	\$90.00
Sieve Analysis including Hydro (ASTM D422)	\$130.00
Sieve Analysis - retained 200 mesh	\$75.00
200 Wash	\$40.00
Moisture Content (ASTM D2216)	\$10.00
Moisture Content & Dry Density - Ring (D2937)	\$15.00
Moisture Content Dry Density - Shelby Tube	\$25.00
Specific Gravity - Soil	\$100.00

STRENGTH TEST

Direct Shear UU (1 point)	\$75.00
Direct Shear UU (3 points)	\$150.00
Direct Shear CD (3 points)	\$190.00
Unconfined Compression	\$235.00
Residual Shear (3 Shear)	\$200.00

SOIL CHEMISTRY

Sulfates	\$60.00
Chlorides	\$60.00
pH	\$50.00
Resistivity	\$80.00
Corrosivity Suite (So ₄ , Cl, pH, Resistivity)	\$225.00

DIAMOND CORING

2" to 6" Diameter	\$50.00
8" to 9" Diameter	\$65.00
Hourly Charge Portal-to-Portal/Standby Time	\$125.00
Minimum Charge	\$250.00

CONCRETE TESTING

Compression Test 6"x12" Cylinders incl. Hold (ASTM C39) each	\$20.00
Sample Pickup each (set of 4) (per hour rate)	\$50.00
Compression Test, 2", 4" and 6" Cores (ASTM C42) each	\$35.00
Mortar Compression	\$20.00
Grout Compression	\$30.00

COMPACTION & R-VALUE TEST

Max Density/Opt. Moisture ASTM D1557 (Method A and B)	\$140.00
Max Density/Opt. Moisture ASTM D1557 (Method C)	\$150.00
Max Density/Opt. Moisture California 218	\$150.00
R-Value Natural Soil (Cal 301 or ASTM 2844)	\$210.00
R-Value Cement or Lime treated Soil (Cal 301 or ASTM 2844)	\$225.00
R-Value Aggregate Base (Cal 301 or ASTM 2844)	\$250.00
CBR (ASTM D1883) - Soil	\$270.00
CBR - Base	\$360.00

CONSOLIDATION AND EXPANSION TEST

Consolidation ASTM D2435 (Method A)	\$170.00
Consolidation ASTM D2435 (Method B)	\$325.00
Time Rate per Load Increment	\$35.00
Expansion Index (2.5" Diameter Specimen)	\$85.00
Expansion Index (4.0" Diameter Specimen)	\$100.00
Single Load Swell or Collapse Test	\$100.00

ASPHALT CONCRETE TEST

Mix Design by Marshall or Stabilometer Method	By Quotation
Field Density for Compacted Mix (Cal 308)	By Quotation
Thickness of Compacted Mix	\$25.00
Theoretical Max. Sp. Gravity & Density of Bituminous Mixtures (ASTM D 2071)	\$110.00
Extraction of Bitumen Mat., % Oil in mix (ASTM D2172, Meth. A)	\$130.00
Maximum Density Determination (Cal 304, 2 pt. Average)	\$170.00
Stability Value (Cal 366)	\$100.00
Extraction of Bitumen Material by Ignition Method	\$170.00

AGGREGATE AND BASE COURSE TEST

Durability of Aggregate (Cal 229)	\$200.00
Sieve Analysis, Fines Only (ASTM C136)	\$75.00
Sieve Analysis, Fines and Coarse (ASTM C136) &/or (Cal 202)	\$90.00
Cleaness Value CTM 227	\$115.00
Sp. Gravity, Fine aggregate incl. % Absorption (ASTM C128)	\$100.00
Sp. Gravity, Coarse Aggregate incl. % Absorption (ASTM C127)	\$75.00
Abrasion Resistance-LA Rattler, 100-500 rev. (ASTM C131)	\$120.00
Centrifuge Kerosene Equivalent (Cal 303)	\$200.00

BASIS OF CHARGES

Laboratory test rates do not include sampling time or cost of equipment to secure the samples.

Outside equipment/services, if applicable, will be billed on the basis of our cost plus 15%.

Engineering reports (up to 5 copies) shall be billed on a time and material basis with a minimum charge of \$350.00. Additional copies will be furnished at a cost of \$0.50 per page, plus \$5.00 for binding.

Fees charged are for professional and technical services and are due upon presentation. If not paid within thirty (30) days of invoice, they are considered past due and a finance charge of 1½% per month will be added to the unpaid balance (18% annual percentage rate).

Regular Hours: Monday to Friday-7:00 AM to 4:00 PM
Overtime Hours: 1.5 times regular rate over 8 hours per day, night shifts and Saturdays.
Double time regular rate on Sundays, Holidays and work days over 12 hours.

Minimum Charge: 2-hour minimum for show-up if not cancelled two (2) hours prior to arrival.
4-hour minimum if inspection is equal to or less than four (4) hours.
Mileage: Mileage shall be billed at \$0.55 per mile from office to project site and back.

Charges for all field work will be computed on a portal-to-portal basis with a minimum of two (2) hour show-up.
Field work will be billed on a time and material basis unless quoted otherwise.