

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

GEOTEK, INC.

Deputy Inspection and Material Testing Services and Reporting for the Museum of Riverside
Rehabilitation and Expansion – RFP No. 2475

This PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and GEOTEK, INC., a Nevada corporation authorized to do business in California (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Deputy Inspection and Material Testing Services and Reporting for the Museum of Riverside Rehabilitation and Expansion – RFP No. 2475 (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until August 19, 2027, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Seventy-Four Thousand Two Hundred Eight Dollars (\$174,208.00) payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Museum
City of Riverside
Attn: Ann Lovell
3900 Main Street
Riverside, CA 92522

To Consultant

GeoTek, Inc.
Attn: Larry Novasel
1548 North Maple Street
Corona, CA 92878

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

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

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the 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, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C,” represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days’ prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services
Exhibit “B” - Compensation
Exhibit “C” - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation


GEOTEK, INC., a Nevada corporation
authorized to do business in California

By: _____
Mike Futrell
City Manager

By: 
Print Name: Steven Runyan
Title: Vice President

and

Attest: _____
Donesia Gause
City Clerk

By: 
Print Name: Ed LaMont
Title: Senior Vice President

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:


By: 
Ruthann M. Salera
Senior Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

The City of Riverside ("City") is seeking a qualified firm to provide Deputy Inspection, Material Testing and Reporting services for the rehabilitation and expansion of the Museum of Riverside, located at 3580 Mission Inn Avenue, Riverside, California. The project involves the rehabilitation of the existing museum building and construction of a new building. The selected firm will be responsible for providing thorough inspection, testing, and documentation for various phases of the project to ensure compliance with all relevant codes, specifications, and standards.

1. Deputy Inspection Services - The selected firm shall provide deputy inspection services as required during the abatement, demolition, and construction phases of the project. These services will include, but are not limited to, the following.

- **Grading and Compaction Inspection:**
 - Perform inspections to ensure proper grading of the site, verifying that the subgrade preparation complies with engineering specifications.
 - Inspect compaction efforts for foundations, trenches, and other subgrade areas to confirm that the soil density meets required specifications and standards.
- **Structural Steel Observation and Welding Inspection:**
 - Monitor the installation of structural steel, ensuring proper alignment and connection as per approved drawings.
 - Provide inspection of welding operations to confirm compliance with code requirements, including visual inspection and coordination of non-destructive testing (NDT) when necessary.
 - Due to unique shape, allow 50 days for fabrication, 10 days to erect, and 15 days to bolt and weld
- **Fireproofing Inspection:**
 - Inspect and document the application of fireproofing materials on structural steel elements, ensuring compliance with fire-resistance requirements and manufacturer specifications.

2. Material Testing Services - The selected firm shall conduct material testing to verify that construction materials meet the required standards for strength, durability, and other properties critical to the project. Material testing shall include, but is not limited to:

- **Concrete Testing:**
 - Perform compressive strength tests on concrete samples to verify that the mix design and curing process meet the project specifications.
 - Conduct slump tests to ensure proper workability of fresh concrete.
 - Perform air content and temperature tests for specific concrete mixtures.
- **Soil Testing:**
 - Conduct laboratory and field testing to assess soil characteristics, including but not limited to compaction, moisture content, and soil classification.
 - Perform tests to determine the soil's load-bearing capacity and suitability for

foundation support.

- **Asphalt Testing (if applicable):**
 - Perform compaction and density testing of asphalt used in paving areas.
- **Other Materials:**
 - Test and verify the quality of other materials used in construction, including masonry, steel, fireproofing materials, and any other materials specified in the project design documents.

3. Reporting and Documentation - The selected firm shall provide timely and detailed inspection reports and material test results to the City. Reports should include the following:

- **Daily Inspection Logs:**
 - Maintain detailed logs of daily inspections, noting activities observed, work progress, and any issues or deviations from approved plans and specifications.
 - Document non-conformance issues and report corrective actions taken.
- **Material Test Reports:**
 - Provide written reports of all material tests, including test results, methodology, equipment used, and any deviations from the specifications.
 - Deliver signed and stamped reports for materials that require certification or special testing, such as concrete, structural steel, and fireproofing materials.
- **Non-Conformance Reports (NCRs):**
 - Issue formal NCRs when work is found to be non-compliant with approved plans, specifications, or codes.
 - The NCR should include a description of the issue, proposed corrective actions, and a timeline for resolution.
- **Final Inspection Report:**
 - Provide a comprehensive final inspection report summarizing all inspections, testing, and any outstanding issues that need to be addressed before project completion.

4. Coordination with the City and Other Stakeholders - The selected firm will be required to work closely with the City's project managers, contractors, and other stakeholders to ensure that inspection and testing are performed according to the project schedule. The firm shall:

- Attend pre-construction and progress meetings as needed.
- Provide updates on inspection and testing results during construction meetings.
- Coordinate with contractors and subcontractors to schedule inspections in accordance with construction milestones.
- Immediately notify the City of any issues that could impact the project schedule, safety, or compliance.

5. Unforeseen or Extra Services - In addition to the standard scope of work, the City will provide an owner's allowance of \$20,000 for unforeseen or extra services. This allowance is to cover additional inspections, testing, or reporting that may arise during the course of the project. The selected firm must seek approval from the City prior to performing any extra work that exceeds the scope of the original agreement. **Note: Any unused portion of the owner's**

allowance, not required to cover additional inspections, will be deducted from the total contract amount upon project completion.

6. Project Duration and Schedule - The duration of the inspection, testing, and reporting services will align with the construction schedule, from the start of abatement and demolition through the completion of the Museum rehabilitation and new construction. The firm must be prepared to mobilize quickly and adjust inspection and testing schedules as required.

This detailed Scope of Services provides clarity on the tasks, responsibilities, and deliverables expected from the firm selected to perform Deputy Inspection, Material Testing, and Reporting services for the Eastside Library project.

SCOPE OF SERVICES AND ESTIMATED HOURS (SUBMIT SIMILAR FORMAT AND SAME NUMBER OF HOURS)

SERVICES	HOURS	HOURLY RATE	AMOUNT
Grading and compaction			
Rebar and Concrete placement			
Structural steel and welding			
Masonry work			
Other inspection services			
Owner Allowance	-	-	\$20,000
Materials testing			
Reporting			
		TOTAL BID AMOUNT	(ENTER IN PLANET BIDS)

Note: Prospective bidders must base their bid on the estimated hours provided above and submit their proposal in a similar format. The hourly rates submitted must encompass all reimbursable costs associated with performing the Scope of Services.

Additionally, bidders must include the \$20,000 Owner Allowance in their total bid amount.

Please note that all hours to be billed will be subject to approval by the City Project Manager.

EXHIBIT “B”
COMPENSATION



GeoTek, Inc.
1548 North Maple Street, Corona, California 92880
(951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

May 9, 2025 (Revised June 9, 2025)
Proposal No. P-0504225-CR

RFP No. 2475

EXHIBIT A

Scope of Services

The City of Riverside ("City") is seeking a qualified Company to provide Deputy Inspection, Material Testing and Reporting services for the new construction of the Museum of Riverside Rehabilitation and Expansion, located at 3580 Mission Inn Avenue, Riverside, California. The project includes the rehabilitation of the original portion of the existing Museum structure, demolition of additions to the original structure and construction of a new museum structure that is connected to the existing building.

SCOPE OF SERVICES AND ESTIMATED HOURS

SERVICES	ESTIMATED HOURS	HOURLY RATE	AMOUNT
Grading and Compaction	200	\$135.00	\$27,000.00
Rebar and Concrete Placement	400	\$135.00	\$54,000.00
Structural Steel and Welding	200	\$135.00	\$27,000.00
Masonry work	0 – N/A	\$135.00	\$0.00
Other inspection services*	140	Varies – See Rate Sheet	\$26,208.00
Owner Allowance	-	-	\$20,000.00
Material testing**	N/A	Varies per Test	\$10,000.00
Reporting***	N/A	N/A	\$10,000.00
		TOTAL BID AMOUNT	\$174,208.00

* Includes UT testing of full penetration welds, Fireproofing/Intumescent Paint Inspection, Pull Testing/Load Testing, Suspended Ceiling Wire Pull Testing (detail #16 on A571 Note #8), GPR of slab for new anchors (details #9 and #10 on A558 and #12 on A635) - per the project plans

** Includes maximum density curves, testing of concrete cylinders, shotcrete cores, non-shrink grout molds, fireproofing density samples, and sample pickups

*** Includes Project Management, Principal Engineer, Certified Payroll, and Final Reports (grading and building)

See attached Rate Sheet for Billing Terms and Conditions

Hours to be billed will be subject to approval from City Project Manager



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P-0504225-CR - Fee Schedule
GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

Prevailing Wage Project

PERSONNEL RATES

Professional and Project Management

Staff Type	Unit Rate	Unit
Principal Engineer/Geologist	\$ 246.00	Hour
Geotechnical Engineer	\$ 213.00	Hour
Project Engineer/Geologist	\$ 179.00	Hour
Staff Engineer/Geologist	\$ 167.00	Hour
Field Engineer/Geologist	\$ 140.00	Hour
Field Supervisor	\$ 130.00	Hour
Project Administration/Drafting	\$ 82.00	Hour

Inspectors and Technicians

Staff Type	Rate	Cost
Lead Inspector/Building Inspector	\$ 160.00	Hour
Certified Welding Inspector(AWS/CWI)	\$ 135.00	Hour
Soils Technician	\$ 135.00	Hour
ICC Certified Inspector(RC, PC, SM, SS, SSB)	\$ 135.00	Hour
ACI Technician	\$ 135.00	Hour
Proof Load Testing	\$ 174.00	Hour
Floor Flatness Technician	Quote Upon Request	
Ground Penetrating Radar		
One Man Crew	\$ 278.00	Hour
Two Man Crew	\$ 375.00	Hour
Non-Destructive Testing (ASNT)		
Level III Review	\$ 278.00	Hour
Magnetic Particle Testing Level II	\$ 185.00	Hour
Ultrasonic Testing Level II	\$ 185.00	Hour
Radiographic Inspection	Quote Upon Request	
Coring		
Coring Machine Operator with equipment	\$ 174.00	Hour
Helper (Add Per Hour)	\$ 140.00	Hour
Wood Fabrication Inspection	\$ 155.00	Hour
Nailing Inspection	\$ 135.00	Hour
Roofing Inspection	\$ 200.00	Hour
Laboratory Technician	\$ 94.00	Hour
Sample Pick-up Driver (If not done on a per trip basis)	\$ 94.00	Hour

ENVIRONMENTAL AND GEOTECHNICAL INVESTIGATIONS

Description	Unit Rate	Unit
Phase 1 and Phase 2 Reports	Quote Upon Request	
Geotechnical Investigation Report	Quote Upon Request	
Percolation or Infiltration Testing	Quote Upon Request	

LABORATORY TESTS

Soils and Asphalt

Description	Unit Rate	Unit
Asphalt Content by Ignition	\$ 405.00	Each
Burn-Off Method CT 382/ASTM D6307	\$ 399.00	Each
Bitumen Content (extraction), ASTM D2172	\$ 266.00	Each
Bitumen Content CT 310/Cal 382 Ignition Furnace	\$ 200.00	Each
Gradation of Extracted Sample, ASTM C 136/CT 202	\$ 405.00	Each
Maximum Specific Gravity, (Marshall) ASTM D2041	\$ 399.00	Each
Collapse/Swell ASTM D4546	\$ 127.00	Each
Compaction, Modified Proctor ASTM D1557	\$ 260.00	Each
Compaction, Modified Proctor ASTM D698	\$ 260.00	Each
Hveem Maximum Density, CT 304/308	\$ 466.00	Each
Consolidation ASTM D2435, D4546	\$ 300.00	Each
Corrosivity Suite D4972, G57, D4327, D46589M	\$ 270.00	Each
Direct Shear, Consolidated-Drained ASTM D3080	\$ 320.00	Each
Direct Shear, Residual ASTM D6467 Mod	\$ 320.00	Each
Expansion Index Test UBC 29-2/ASTM D4829	\$ 202.00	Each
Liquid Limit, Plastic Limit and P.I. ASTM D4318	\$ 200.00	Each
Particle Size Analysis of Soil #4 to Fines ASTM D422	\$ 380.00	Each
Specific Gravity of Soil, ASTM D854	\$ 229.00	Each

Soils and Asphalt Continued

Description	Unit Rate	Unit
Percent Finer than #200 Sieve ASTM D1140	\$ 159.00	Each
Permeability of Granular Soils ASTM D2434	\$ 232.00	Each
Permeability, Flexible Wall, Cohesive Soil ASTM D5084	\$ 666.00	Each
"R" Value ASTM D2844/CT 301	\$ 439.00	Each
Resistivity of Soil ASTM G57 and pH ASTM D4972	\$ 173.00	Each
Sand Equivalent ASTM D2419/CT 217	\$ 153.00	Each
Sieve Analysis of Extracted Aggregate ASTM D5444	\$ 100.00	Each
Sieve Analysis, 3" to #200 Gradation ASTM C117	\$ 202.00	Each
Sieve Analysis Minus #200 by Wash ASTM D1140/C117	\$ 100.00	Each
Soil Classification, ASTM D 2487	\$ 373.00	Each
Soil Moisture/Density In Situ Sample ASTM D1587/D2937	\$ 40.00	Each
Water Soluble Sulfate	\$ 79.00	Each
Organic Content, ASTM D 2974	\$ 60.00	Each

Concrete and Aggregate Tests

Description	Unit Rate	Unit
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 100.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 100.00	Each
Trial Batches ASTM C192	Quote Upon Request	
Durability Index Coarse & Fine Aggregate ASTM D3744	\$ 159.00	Each
Lightweight Concrete Unit Weight ASTM C495	\$ 47.00	Each
Modulus of Elasticity of Concrete ASTM C469	\$ 267.00	Each
Sieve Analysis, Coarse Aggregate ASTM C136/CT 202	\$ 132.00	Each
Sieve Analysis, Fine Agg #4 to #200 ASTM C117/C136	\$ 202.00	Each
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 100.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 100.00	Each
Splitting Tensile/Concrete Cylinder ASTM C496	\$ 68.00	Each
L.A. Rattler, ASTM C131 or C535/Cal 211	\$ 399.00	Each
Sulfate Soundness, ASTM C88	\$ 719.00	Each
Unit Weight of Aggregates, ASTM C29	\$ 159.00	Each
Cleaness Value, CT 227	\$ 159.00	Each
Moisture Content of Aggregate ASTM C29	\$ 100.00	Each
Concrete		
Shrinkage, set of 3, ASTM C157, CT 530	\$ 534.00	Each
Compression 4x8 Cylinders ASTM C39	\$ 40.00	Each
Compression, 6x12 Cylinders, ASTM C39	\$ 40.00	Each
Compression, 3X6 Cylinders Lightweight ASTM C495	\$ 60.00	Each
Compression, 2X2 Cubes, each age, ASTM C109	\$ 50.00	Each
Concrete Core Compression ASTM C42	\$ 95.00	Each
Splitting Tensile, 6X12 Cylinders, ASTM C496	\$ 100.00	Each
Unit Weight of Concrete Cylinders, ASTM C567	\$ 60.00	Each
Unit Weight of Lightweight ASTM C495	\$ 74.00	Each
Flexural Strength of Concrete, ASTM C78 or C495	\$ 100.00	Each
Shotcrete Panel Core Compression Test, ASTM C42	\$ 147.00	Each
Emission of Moisture through Concrete	\$ 132.00	per test

Masonry Tests

Description	Unit Rate	Unit
Brick Absorption ASTM C67	\$ 33.00	Each
Brick Compression ASTM C67	\$ 68.00	Each
Dimensional Measurement-Masonry Units ASTM C140	\$ 100.00	Each
Masonry Unit Compression Gross Area ASTM C140	\$ 147.00	Each
Masonry Unit Compression Net Area ASTM C140	\$ 114.00	Each
Absorption & Moisture of Block ASTM C140	\$ 33.00	Each
Compression, Grout Prisms, ASTM C39	\$ 40.00	Each
Compression, Mortar Cylinders, ASTM C39	\$ 40.00	Each
Compression, Composite Prisms, ASTM E447	\$ 147.00	Each
Compression, Masonry Core, ASTM C140	\$ 100.00	Each
Shear, Masonry Core, CCR Title 24	\$ 132.00	Each
Epoxy Grout 2x2x2 Cube Compression ASTM C579	\$ 40.00	Each
Masonry Composite Prism Compression ASTM C1314	\$ 213.00	Each
Grout Prism - Compression Test ASTM C1019	\$ 40.00	Each



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GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES
Prevailing Wage Project

Reinforcing Steel Tests

Description	Unit Rate	Unit
Bend Test of Rebar #11 ASTM A370	\$ 132.00	Each
Bend Test of Rebar #14 ASTM A370	\$ 227.00	Each
Bend Test of Rebar #3 - #10 ASTM A370	\$ 107.00	Each
Tensile #11 Rebar ASTM A370	\$ 107.00	Each
Tensile #14 Rebar ASTM A370	\$ 267.00	Each
Tensile Test #3 - #10 ASTM A370	\$ 100.00	Each

Prestressing Steel Tests

Description	Unit Rate	Unit
Yield Strength, Breaking Strength, Elongation (add \$ 50.00 per test; for Modulus of Elasticity)	\$ 399.00	Each

Structural Steel Tests

Description	Unit Rate	Unit
High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick	\$ 200.00	Each
Tensile Strength, ASTM A370 (test only)	\$ 200.00	Each
Anchor Bolts, A 505	\$ 279.00	Each
Tensile Strength	\$ 267.00	Each
Bolts Proof Load or Ultimate	\$ 167.00	Each
Hardness (Rockwell)	\$ 68.00	Each

Fireproofing Tests

Description	Unit Rate	Unit
Fireproofing Adhesion / Cohesion Test Kit ASTM E736	\$ 75.00	Each
Fireproofing Density Test ASTM E605	\$ 65.00	Each

Miscellaneous

Description	Unit Rate	Unit
Concrete Mix Design Review	\$ 246.00	Hour
Weld Procedure Review	\$ 267.00	Each
QA/QC Plan Written Procedures	Quote Upon Request	
Administrative/Clerical Services	\$ 82.00	Hour

BASIS OF CHARGES

Description	Unit Rate	Unit
Work from 0-4 hours	4-Hour Minimum Billing	
Work from 4-8 hours	8-Hour Minimum Billing	
Project Management as Project Engineer/Geologist	1- Hour Minimum weekly	
Work over 8 hours per day, or on Saturdays	Time and One-Half	
Work over 12 hours per day	Double Time	
Work on Sundays/Holidays	Double Time	
Show-Up Time	2-Hour Minimum Billing	
Laboratory Testing - Rush Fee	Add 50% to Testing Cost	
Outside Services/Reimbursables	Cost + 15%	
Shipping Charges	Cost + 15%	
Parking/Tolls	At Cost	
Certified Payroll Compliance	\$150 per month	
Deputy Inspectors (If applicable)		
Travel Time (Beyond 60-Mile Radius of Project Site)	\$ 135.00	Hour
Per-diem, Including Lodging (Beyond 100-Mile Radius)	Quote Upon Request	

RATES ARE VALID THROUGH JUNE 30, 2025 - On July 1, 2025 escalation in hourly rates will be calculated using the percentage of increase issued by the State of California Director of Industrial Relations and assessed on July 1st of each subsequent following years.

EXHIBIT “C”

KEY PERSONNEL

- Larry Novasel, Senior Project Manager
- Steven Runyan, PE, Principal Engineer