

**AMENDMENT NO. 1
TO CONTRACT SERVICES AGREEMENT FOR GEOTECHNICAL, COMPACTION
TESTING, AND MATERIALS TESTING SERVICES THROUGHOUT THE
CONSTRUCTION OF THE PERRIS DOWNTOWN SKILLS TRAINING AND JOB
PLACEMENT CENTER PROJECT**

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR GEOTECHNICAL, COMPACTION TESTING, AND MATERIALS TESTING SERVICES THROUGHOUT THE CONSTRUCTION OF THE PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER PROJECT **BETWEEN THE CITY OF PERRIS AND LOR GEOTECHNICAL GROUP, INC.** (“Amendment No. 1”) by and between the **CITY OF PERRIS** (“City”) and **LOR GEOTECHNICAL GROUP**, a California corporation (“Consultant”) is effective as of the 27th day of August, 2024.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement for Geotechnical, Compaction Testing, And Materials Testing Services throughout the Construction of the Perris Downtown Skills Training And Job Placement Center Project, dated February 3, 2023, for the services as specified in such agreement (“Agreement”).

B. Consultant has been continuously providing services under the Agreement to the City.

C. City and Consultant now desire to amend the Agreement to add further services to the Agreement and to increase the compensation under the Agreement to pay for such services, as more particularly described in this Amendment No. 1.

TERMS

1. Contract Amendments. The Agreement is amended as provided herein:

1.1 Section 2.1 of the Agreement is hereby amended in its entirety as follows:

“Contract Sum. For services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Eighty **Five Thousand Eight Hundred Thirty Three Dollars and Fifty Cents (\$185,833.50)** (“Contract Sum”), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will be materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique, or event and the estimated increased or decreased costs related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.”

1.2 Section 3.4 of the Agreement is hereby amended in its entirety as follows:

“Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than December 31, 2024.”

1.3 Exhibit A of the Agreement is hereby replaced in its entirety by Exhibit A of this Amendment No. 1. Further, Consultant agrees and acknowledges that Exhibit A of this Amendment No. 1 shall apply to all Services rendered pursuant to the Agreement occurring prior to the Effective Date of this Amendment No. 1, as applicable, and Consultant agrees that such previously rendered Services shall comply with the requirements of Exhibit A, as applicable.

1.4 Exhibit C of this Amendment No. 1 hereby replaces Exhibit C of the Agreement.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended by Amendment No. 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this

Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. ___ on the date and year first-above written.

CITY:
CITY OF PERRIS, a California municipal corporation

Clara Miramontes
City Manager

ATTEST:

Nancy A. Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Robert Khuu, City Attorney

CONSULTANT:
LOR Geotechnical Group, Inc., a California corporation

By: _____
Name: John P Leuer
Title: President

By: _____
Name: Andrew A. Tardie
Title: Vice President

Address: _____

NOTE: CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____
- TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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- GUARDIAN/CONSERVATOR
- OTHER _____

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES
GEOTECHNICAL, COMPACTION TESTING, AND MATERIALS TESTING SERVICES
(Consultant's Reference No. 7072.P dated November 28, 2022)

- I. Consultant shall provide geotechnical, compaction testing, and materials testing services for the Perris Skills Training & Job Placement Center Project pursuant to Consultant's proposal (dated November 28, 2022 with Consultant's Reference No. 7072.P) for such services which is attached hereto.

- II. City will compensate Consultant for the such above-mentioned additional services pursuant to Consultant's cost proposal (dated November 28, 2022 with Consultant's Reference No. 7072.P) for such additional services which is attached hereto.

**PROPOSAL TO PROVIDE GEOTECHNICAL,
COMPACTION TESTING, AND
MATERIALS TESTING SERVICES
DURING CONSTRUCTION
PERRIS SKILLS TRAINING & JOB
PLACEMENT CENTER
19 SOUTH D STREET
PERRIS, CALIFORNIA**

**REFERENCE NO. 7072.P
NOVEMBER 28, 2022**

Prepared for:

City of Perris
24 South D Street, Suite 100
Perris, California 92570

Attention: Mr. William Evans

November 28, 2022

City of Perris
24 South D Street, Suite 100
Perris, California 92570

Reference No. 7072.P

Attention: Mr. William Evans

Subject: Proposal to Provide Geotechnical, Compaction Testing, and Materials Testing Services During Construction, Perris Downtown Skills Training & Job Placement Center, 19 South D Street, Perris, California.

INTRODUCTION

In accordance with your request for proposal, LOR Geotechnical Group, Inc., (LOR) is pleased to submit this proposal and cost estimate to provide the geotechnical, compaction testing, and materials testing services during construction of the proposed Perris Skills Training & Job Placement Center. The proposed development will include the construction of a two-story development center and the associated underground utility improvements, driveways, parking areas, and landscape improvements. This project is located on the northeast corner of South D Street and East 1st Street, at 19 South D Street, in the city of Perris, California.

The services that we propose to provide during construction of the subject development includes geotechnical observation, compaction testing during earthwork observations, representative sampling of construction materials, and laboratory testing of the materials sampled during construction. A detailed summary of our services that are currently anticipated during the construction process is included within the following Preliminary Scope of Services.

The costs of our services are highly dependent on actual field conditions at the time of construction which might include the sequencing of construction, the performance of the various subcontractors, and the extent of our services that are required as determined by your construction management team. These factors are difficult to predict in advance. Therefore, due to the uncertainties that are involved with the construction process, our final cost estimate will include a 20 percent construction contingency. However, during the course of an on-call services agreement you will only be billed after we have provided services on the project. There is no obligation, and no penalty, for unused funds against a purchase order.

As you have indicated, a project duration of 365 days was used as reference while determining the time frames to incorporate into our cost estimate. We have also reviewed the project precise grading plans (CW Howe, undated), structural plans (Innovative, 2022), and the preliminary geotechnical investigation report (LOR, 2019) while preparing our Preliminary Scope of Services and cost estimate.

PRELIMINARY SCOPE OF SERVICES

The geotechnical, compaction testing, and materials testing services proposed for the subject development will include, but are not necessarily limited to:

1. Attendance of the pre-construction and progress meetings as necessary to consult with authorized employees, agents, and representatives of our client, and other agencies having jurisdiction relative to the geotechnical engineering services of the project.
2. Material submittal review, structural pavement evaluation, certification letters, and other geotechnical engineering support that is often required during construction.
3. Representative sampling of onsite soil, aggregate base, asphalt concrete, and Portland cement concrete (PCC) materials used during construction to determine engineering properties and for quality compliance testing.
4. Continuous observation and compaction testing during rough grading operations to construct the building pad in accordance with the project preliminary geotechnical investigation report (LOR, 2019).
5. Representative sampling of the proposed pavement area subgrade soils to conduct R-value testing for the purpose of verifying the tentative pavement structural section(s). If higher or lower R-Value soils are encountered, we will provide new pavement structural section(s) as necessary.
6. Geotechnical observation of foundation excavations prior to the placement of reinforcing steel and/or PCC materials to verify that the foundations have been constructed as recommended in the project preliminary geotechnical investigation report (LOR, 2019).
7. Geotechnical observation and compaction testing during backfill operations for the trenches used to construct the onsite and offsite underground utility improvements.

8. Periodic geotechnical observation and compaction testing following preparation of subgrade soils and aggregate base grade (where required) for curb & gutter, cross-gutter & spandrell, access ramps, driveway approaches, and sidewalk.
9. Periodic observation and compaction testing following the grading and compaction of subgrade soil and base grade for drive lanes, parking areas, and offsite roadway areas.
10. Continuous observation, compaction testing, and materials sampling during hot-mix asphalt (HMA) paving and compaction operations.
11. Providing American Concrete Institute (ACI) certified technicians for sampling and testing of ready-mix Portland cement concrete (PCC) materials that are delivered to the project. This includes fabricating compressive strength specimens from PCC samples.
12. Preparation of daily field reports for each site visit. Our daily field reports will contain information regarding our geotechnical observations, compaction testing results, and results of our laboratory materials tests. They will be promptly submitted to the project superintendent.
13. Preparation and submittal of a compaction and materials testing report at the completion of the project following the notice of completion.

FEE SCHEDULE OF HOURLY RATES

The following table illustrates our estimated cost of providing the Preliminary Scope of Services that have been proposed:

Geotechnical, Compaction Testing, and Materials Testing Services Cost Estimate
Perris Skill Training & Job Placement Center, 19 South D Street, Perris, California

| Description | Estimated Quantity | Per Unit | Extended Cost |
|---|--------------------|------------|---------------|
| Engineering: Construction Meetings, Support | 5 | \$165/hour | \$825.00 |
| Geologist: Observe Removals, Over-Excavation | 5 | \$140/hour | \$700.00 |

| Description | Estimated Quantity | Per Unit | Extended Cost |
|---|--------------------|------------|--------------------|
| Soil Technician: Sampling, Testing | 220 | \$142/hour | \$31,240.00 |
| Site Grading Operations 50 | | | |
| Foundation Excavation Observation 5 | | | |
| Underground Utility Trench Backfill 50 | | | |
| Drive Lane, Roadway Subgrade/Base Grade 20 | | | |
| Flatwork: Curb & Gutter, Sidewalk, etc. 25 | | | |
| Offsite Street Improvements 40 | | | |
| HMA Sampling, Compaction Testing 20 | | | |
| PCC Sampling and Testing 10 | | | |
| 10% Field Supervision and Equipment | | | \$3,124.00 |
| Laboratory Compaction, Soil | 7 | \$190/unit | \$1,330.00 |
| Laboratory Soluble Sulfate Testing | 7 | \$80/unit | \$560.00 |
| Laboratory Expansion Testing | 7 | \$190/unit | \$1,330.00 |
| Laboratory Sieve Analysis, Soil | 2 | \$110/unit | \$220.00 |
| Laboratory Sand Equivalent, Soil | 2 | \$120/unit | \$240.00 |
| Laboratory R-Value, Soil | 2 | \$350/unit | \$700.00 |
| Laboratory Compaction, Aggregate Base | 3 | \$220/unit | \$660.00 |
| Laboratory Aggregate Base Quality Control | 1 | \$620/unit | \$620.00 |
| Laboratory Stability & Density, Asphalt Concrete | 2 | \$220/unit | \$440.00 |
| Laboratory Extraction & Gradation, Asphalt Concrete | 2 | \$260/unit | \$520.00 |
| Laboratory Compressive Strength, Concrete | 15 | \$35/unit | \$525.00 |
| Compaction & Materials Testing Report | 2 | -- | \$4,000.00 |
| SUB TOTAL: | | | \$47,034.00 |
| 20 Percent Construction Contingency | | | \$9,406.80 |
| ESTIMATE: | | | \$56,440.80 |

City of Perris
November 28, 2022

Reference No. 7072.P

The soil technician hourly rate that we have provided incorporates the additional costs that are involved with providing a technician under the Community Workforce Agreement. The unit charges used in our cost estimate are based on our current fee schedule (LOR, 2022) We have attached a current fee schedule, complete with our policies regarding reimbursable expenses, travel time, overtime, prepayments, billing, and terms of payment, as Enclosure 1.

OUR APPROACH

LOR has provided professional geotechnical consulting and construction materials testing services on over three thousand projects, to the private and public sectors in southern California for over 30-years. When our office is contacted to serve under the terms of an on-call services agreement, our dispatch personnel will assign a qualified representative to perform the requested services. If additional technical support is required, our geologists and technicians have a direct line of communication to our principal engineer to discuss the details related to our projects. Additionally, our project managers maintain direct lines of communication with our field staff and our clients to help ensure projects run smoothly.

All of our field personnel have a company owned vehicle with a company logo displayed. In addition to providing a vehicle, we also provide our personnel with all of the equipment necessary to perform the requested services. LOR ensures that our field personnel have the most up-to-date tools, maintained in good working order, and calibrated as required.

In support of field personnel, our office has a full service, Caltrans certified, geotechnical laboratory that is fully staffed and capable of providing timely results.

Our office is located at 6121 Quail Valley Court on the east end of Riverside, California. Our proximity to the project will enable us to provide timely service during the course of a service agreement. We have the ability to provide 24-hour service seven days a week if required. Although a 24-hour notice prior to service is appreciated, LOR has the ability to provide service in most cases in as little as two hours.

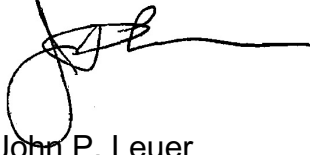
City of Perris
November 28, 2022

Reference No. 7072.P

CLOSURE

We thank you for the opportunity to provide this proposal. If you should have any questions concerning this proposal, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,
LOR Geotechnical Group, Inc.



John P. Leuer
President

TG:JPL:ss

Enclosures: Enclosure 1: Current Fee Schedule

Distribution: Addressee via email at wevans@interwestgrp.com

REFERENCES

CW Howe Partners, Inc., undated, Precise Grading and Drainage Plan, Perris Skills Training & Job Placement Center, 19 South D Street, Perris, California, 92570, Project No. C-19S12.

Innovative Structural Engineers, 2022, Structural Plans, Perris Downtown Skills Training & Job Placement Center, 19 South D Street, Perris, California, dated September 1, 2022 (delta 3).

LOR Geotechnical Group, Inc., 2019, Preliminary Geotechnical Investigation, Proposed Building, NEC 1st and D Street, Perris, California, project no. 53567.1, dated August 7, 2019.

LOR Geotechnical Group, Inc., 2022, Fee Schedule August 2022, dated August 2022.

WORK AUTHORIZATION AGREEMENT

CLIENT: City of Perris **REFERENCE NO.:** 7072.P
ADDRESS: 24 South D Street, Suite 100 **PROJECT NO.:** _____
Perris, California 92570 **DATE:** November 28, 2022
ATTN: Mr. William Evans **REQUESTED BY:** William Evans
TELEPHONE: 951-943-6504 **REF. PROJECT:** 53567.1
EMAIL: wevans@interwestgrp.com

CONTRACT AMOUNT: --- **ESTIMATE:** \$56,440.80 **P.O. NO.:** ---
RETAINER REQUIRED: --- **PREPARED BY:** TG

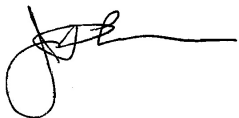
PROJECT: Perris Skills Training & Job Placement Center
LOCATION: 19 South D Street, Perris, California
DESCRIPTION OF WORK: Geotechnical, Compaction Testing, and Materials Testing.
REMARKS: ---

Subject to the terms and conditions set forth on the reverse side of this Agreement.

LOR Geotechnical Group, Inc.

AUTHORIZED BY

Signature:



John P. Leuer, President

Title:

Date:

TERMS AND CONDITIONS

Right of Entry

The client will provide for right of entry of LOR Geotechnical Group, Inc. (LOR) personnel, as well as all equipment necessary in order to complete the work. LOR will take reasonable precautions to minimize any damage to the property, but it is understood by client that in the normal course of work, some damage may occur, the correction of which is not part of this Agreement. The client accepts this fact and will not hold LOR responsible for any damage other than that caused by the gross negligence or willful misconduct of LOR or its personnel.

Utilities

In the execution of this work, LOR will take all reasonable precautions to avoid damage to subterranean structures or utilities. The client agrees not to hold LOR responsible for damage to subterranean structures or utilities which are not called to LOR's attentions and fully and accurately described and located on the plans furnished.

Indemnification

LOR agrees to hold harmless and indemnify Client from any and all claims, liabilities, cause of action for injury to or death of any person, or for damage or destruction of tangible property (including reasonable attorney fees) resulting from the willful misconduct or any negligent acts or omissions on the part of LOR and its contractors, subcontractors or consultants retained by or under the direction and control of LOR. However, the hold harmless and indemnification shall not apply for any such claims, liabilities, cause of action for injury to or death of any person, or for damages or destruction of tangible property (including reasonable attorney fees) that arise out of the negligence, willful misconduct or incorrect information provided by Client.

Limitation of Liability

In order to obtain the benefit of a lower fee from LOR, among other benefits, the client agrees that, to the fullest extent permitted by law, LOR's total liability to client is limited to \$50,000.00 or LOR's total compensation, whichever is greater for any and all injuries, damages, claims losses, expenses, or claim expenses (including attorney's fees) arising out of this agreement from any cause of causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, negligent misrepresentation, strict liability, breach of contract, or breach of warranty.

Standard of Care

LOR is employed to render a professional service only, and payments made to LOR are compensation solely for such services rendered and recommendations made in carrying out the work. LOR shall perform its services in accordance with the usual and customary professional care and in accordance with generally accepted engineering and other professional practices in effect at the time LOR's findings opinions, factual presentations, professional advice and recommendations are rendered.

The client accepts that subsurface conditions can vary from conditions encountered at the location where explorations are made by LOR and that the data, interpretations of the data, and recommendations of LOR are based solely on that information which was available. LOR will not be responsible for any interpretation of data by others of the information developed. The data obtained during the investigation phase is subject to confirmation by conditions which are encountered during construction.

The client warrants that all information supplied by client to LOR for their use in completing its services under this Agreement are accurate and sufficient for use by LOR, and that LOR can rely on their completeness and accuracy.

Certificate of Merit

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against LOR unless the Client has first provided LOR with a written certification executed by an independent consultant currently practicing in the same discipline as LOR and licensed in the State of California. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to LOR not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

Disputes

In the event that a dispute arises relating to the performance of the services to be provided under this Agreement, which results in litigation or non-adjudicated settlement or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other claim-related expenses. The term "prevailing party" shall be determined by the same process. Neither the client nor LOR may delegate, assign, sublet or transfer his or its duties or interest in this Agreement without the prior express written consent of the other party.

BILLING

Reimbursable Expenses

Outside services performed by others and direct costs expended on the client's behalf are charged at cost plus twenty percent. These expenses include rental of drill rigs, bulldozers, backhoes, travel and subsistence, permits, reproduction costs, etc.

Travel Time

Travel time required to provide professional or technical services will be charged at the appropriate hourly rates. Mileage, truck and standard equipment charges are included in the hourly technician fee.

Overtime

An overtime rate of 1.5 times the standard rate will be used for time in excess of 8 hours per day and Saturdays. An overtime rate of 2.0 times the standard rate will be added for work on Sundays, on official company holidays, and on all work in excess of 12 hours per day.

Prepayments

A retainer of fifty percent of the total fee is required for all field studies. The balance of the fee must be paid at the time the report is released to the client.

Terms of Payment

Billings will be provided periodically and will be classified by fee categories set forth above or as given by proposal. Invoices rendered for professional services are due upon presentation. A service charge of 1.5 percent, per month, may be charged on accounts not paid within thirty days to cover additional processing and carrying costs. Any attorney's fees or other costs incurred in collecting any delinquent account will be paid by the client.

SCOPE OF SERVICES
ADDITIONAL GEOTECHNICAL, COMPACTION TESTING, LABORATORY
MATERIALS TESTING, AND SPECIAL INSPECTION SERVICES
(Consultant's Reference No. 8265.P dated July 17, 2024)

- I. Consultant shall provide additional geotechnical, compaction testing, laboratory materials testing, and special inspection services for the remaining construction of the Perris Skills Training & Job Placement Center Project pursuant to Consultant's proposal (dated July 17, 2024 with Consultant's Reference No. 8265.P) for such additional services which is attached hereto.

- II. City will compensate Consultant for the such above-mentioned additional services pursuant to Consultant's cost proposal (dated July 17, 2024 with Consultant's Reference No. 8265.P) for such additional services which is attached hereto.

**CONTRACT AMENDMENT/EXTENSION
FOR ON-CALL GEOTECHNICAL,
COMPACTION TESTING, AND
MATERIALS TESTING SERVICES
DURING CONSTRUCTION, PERRIS
SKILLS TRAINING &
JOB PLACEMENT CENTER,
19 SOUTH D STREET
PERRIS, CALIFORNIA**

**REFERENCE NO. 8265.P
JULY 17, 2024**

Prepared For:

City of Perris
101 South D Street, Suite 100
Perris, California 92570

Attention: Mr. Armando Panchi

July 17, 2024

City of Perris
101 North D Street, Suite 100
Perris, California 92570

Reference No.8265.P

Attention: Mr. Armando Panchi

Subject: Contract Amendment/Extension for On-Call Geotechnical, Compaction Testing, and Materials Testing Services During Construction, Perris Skills Training & Job Placement Center, 19 South D Street, Perris, California.

INTRODUCTION

It has come to our attention that LOR Geotechnical Group, Inc. (LOR) has invoiced the city of Perris for an amount exceeding our original contract for providing geotechnical, compaction testing, laboratory materials testing, and special inspection services during the construction of the subject project. These services were provided upon request to ensure that earthwork was constructed in general accordance with the project's preliminary geotechnical investigation report (LOR, 2019) and that special inspections were completed as required by the California Building Code (CBC, 2022) as required.

This document pertains only to the geotechnical, compaction testing, and materials testing services outlined in our initial contract agreement. An additional change order document will be submitted for the special inspection services that were already provided by our firm.

This contract amendment and extension addresses the amount that was invoiced by LOR that was in excess of the our original contract amount. Additionally, we have included a cost estimate for the remaining geotechnical, compaction testing, laboratory materials testing, and special inspection services that are anticipated to complete construction of the subject project. The following Preliminary Scope of Services outlines the additional services that are anticipated at this time.

It should be noted that a detailed construction schedule has not been provided to LOR to use in the development of our cost estimate. Therefore, our estimate is based only on our recent experiences with similar projects, in similar settings. The actual accrual of our costs will be highly dependent on field conditions which include the sequencing of construction, the performance of the various contractors, and the extent of our services requested as determined by your project management team. Because these factors are difficult to predict in advance, we propose to provide our services on a time and materials basis.

Accordingly, the city of Perris will only be invoiced for the services that are provided by this firm.

An additional change order document will be provided to the city of Perris that outlines the costs of the special inspection services that LOR provided during construction of the subject project.

PRELIMINARY SCOPE OF SERVICES

The geotechnical, compaction testing, laboratory materials testing, and special inspection services that are proposed during the remaining construction of the Perris Skills Training & Job Placement Center project will include, but are not necessarily limited to, the following:

1. Representative sampling of onsite soil, aggregate base, and hot-mix asphalt that are used during construction. All samples will be transported to our geotechnical laboratory and tested to determine engineering properties and for quality compliance (if required).
2. Geotechnical observation, sampling, and compaction testing services during utility trench backfill, flatwork subgrade, and parking area/drive lane subgrade/base grade preparation.
3. Observation and compaction testing during Eastern Municipal Water District (EMWD) water line trench backfill. As specified by EMWD, LOR will be onsite on a continuous basis during trench backfill operations.
4. Observation and compaction testing services during paving operations for the parking area/ drive lane and offsite roadway areas that are affected by water line construction.
5. Special inspection as required by the construction plans and/or the city of Perris Building department. When requested, LOR will provide inspectors that are certified by the International Code Council and registered with the city of Perris Building Department.
6. Ready-mix Portland cement concrete (PCC) sampling and testing. Ready-mix PCC will be sampled during placement and tested to measure the PCC temperature and

slump. Compressive strength specimens will also be cast and left onsite for initial curing. Ready-mix PCC will be sampled and tested by a technician that has been certified by the American Concrete Institute.

7. PCC compressive strength specimens will be returned to our geotechnical laboratory for final curing. At the end of the final curing period, the specimens will be tested to verify that the specified 28-day compressive strength has been achieved.
8. Preparation of daily field reports for each site visit. Our daily field reports will contain information regarding our geotechnical observations, compaction testing results, and results of our laboratory materials tests. They will be promptly submitted to the project superintendent.
9. Preparation and submittal of a compaction and materials testing report at the completion of the project following the notice of completion.

COST ESTIMATE

The following table illustrates our cost estimate for providing the services that were summarized in the Preliminary Scope of Services.

| Description | Estimated Quantity | Per Unit | Extended Cost |
|---|--------------------|------------|---------------|
| Soil Technician: Observation, Compaction Testing, Sampling | 250 | \$132/hour | \$33,000.00 |
| Soil Technician: Sample Pickup | 25 | \$104/hour | \$2,600.00 |
| Deputy Inspector | 25 | \$132/hour | \$3,300.00 |
| 10% Field Supervision and Equipment | | | \$3,560.00 |
| Laboratory Compaction, Soil | 2 | \$190/unit | \$380.00 |
| Laboratory Sieve Analysis, Soil | 3 | \$110/unit | \$330.00 |
| Laboratory Sand Equivalent, Soil | 3 | \$120/unit | \$360.00 |
| Laboratory Soil R-Value | 2 | \$350/unit | \$700.00 |
| Laboratory Compaction, Aggregate Base | 1 | \$220/unit | \$220.00 |
| Laboratory Gradation/Extraction, HMA | 3 | \$260/unit | \$780.00 |

City of Perris
July 17, 2024

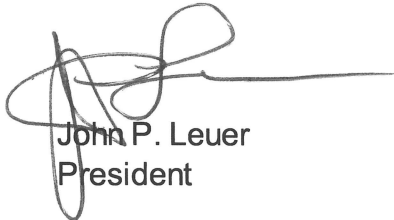
Reference No. 8265.P

| Description | Estimated Quantity | Per Unit | Extended Cost |
|---|--------------------|------------|--------------------|
| Laboratory Stability/Density | 3 | \$220/unit | \$660.00 |
| Concrete Compressive Strength Testing | 25 | \$35/unit | \$875.00 |
| Compaction & Materials Testing Report | 1 | -- | \$2,000.00 |
| ESTIMATE: | | | \$48,765.00 |
| TOTAL AMOUNT OVER ORIGINAL CONTRACT: | | | \$12,093.30 |
| TOTAL AMOUNT TO AMEND & EXTEND CONTRACT: | | | \$60,858.30 |

CLOSURE

We appreciate the opportunity to serve the city of Perris for this project. If you should have any questions regarding this document, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,
LOR Geotechnical Group, Inc.



John P. Leuer
President

TG:JPL:ss

Distribution:
cc:

Addressee via email at apanchi@cityofperris.org
mogawa@cityofperris.org

REFERENCES

California Building Standards Commission (CBC), 2022, California Building Code California Building Standards Commission and International Conference of Building Officials, 2022, California Building Code, 2022 Edition.

LOR Geotechnical Group, Inc., 2019, Preliminary Geotechnical Investigation, Proposed Building, NEC 1st and D Street, Perris, California, Project No. 53567.1, dated August 7, 2019.

SCOPE OF SERVICES
SPECIAL INSPECTION SERVICES
(Consultant's Reference No. 8266.P dated July 17, 2024)

- I. Consultant shall provide special inspections services relating to the Perris Skills Training & Job Placement Center Project pursuant to Consultant's proposal (dated July 17, 2024 with Reference No. 8266.P) for such additional services which is attached hereto.

- II. City will compensate Consultant for the such above-mentioned additional services pursuant to Consultant's cost proposal (dated July 17, 2024 with Reference No. 8266.P) for such additional services which is attached hereto.

July 17, 2024

City of Perris
101 North D Street, Suite 100
Perris, California 92570

Reference No. 8266.P

Attention: Mr. Armando Panchi

Subject: Change Order for On-Call Special Inspection Services Provided During Construction, Perris Skills Training & Job Placement Center, 19 South D Street, Perris, California.

Reference: California Building Standards Commission (CBC), 2022, California Building Code California Building Standards Commission and International Conference of Building Officials, 2022, California Building Code, 2022 Edition.

INTRODUCTION

In accordance with your request, LOR Geotechnical Group, Inc. (LOR) is pleased to submit this change order for special inspection services that were provided by this firm during construction of the subject development. LOR provided special inspection services when requested by the city of Perris to verify that structural work was in general compliance with project documents and applicable portions of the California Building Code (CBC, 2022).

SCOPE OF WORK

The special inspection services that were provided during construction of subject development included, but not necessarily limited to, the following:

1. Special inspection as required by the construction plans and/or the California Building Code (CBC, 2022). Our inspections included reinforced concrete, structural masonry, welding, bolting, and non-destructive ultra-sonic testing (UT).
2. The special inspectors that provided services on this project were certified by the International Code Council and registered with the city of Perris Building Department.

3. Preparation of daily field reports for each site visit. Our daily field reports described the type of work that was inspected, detailed non-conforming items and how they were resolved, itemized changes authorized by the design professional, detailed test results, and more.

COST ESTIMATE

The following table describes the type of inspections that were provided, and includes the amount of hours that were invoiced for each type of inspection, and the costs associated for providing special inspection services:

| Description | Hours Invoiced | Per Unit | Extended Cost |
|--|----------------|------------|--------------------|
| Deputy Inspector | 472 | \$132/hour | \$62,304.00 |
| Reinforced Concrete | 52 | | |
| Structural Masonry | 12 | | |
| Bolting | 80 | | |
| Welding | 280 | | |
| Non-Destructive UT | 48 | | |
| 10% Field Supervision and Equipment | | | \$6,230.40 |
| TOTAL: | | | \$68,534.40 |

The hourly rate that was invoiced reflects the costs that are associated with the State of California prevailing wage requirements.

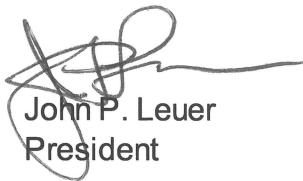
City of Perris
July 17, 2024

Reference No. 8266.P

CLOSURE

We appreciate the opportunity to serve the city of Perris for this project. If you should have any questions regarding this document, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,
LOR Geotechnical Group, Inc.



John P. Leuer
President

TG:JPL:ss

Distribution:
cc:

Addressee via email at apanchi@cityofperris.org
mogawa@cityofperris.org

Exhibit C

- I. Consultant shall be compensated for all Services rendered under this Agreement pursuant to the Schedule(s) of Compensation set forth in Exhibit A.