



Meeting Date: 10/18/11

| ACTION | TYPE OF ITEM |
|--|--|
| <input type="checkbox"/> Approved Recommendation | <input checked="" type="checkbox"/> Info/Consent |
| <input type="checkbox"/> Ord. No(s). _____ | <input type="checkbox"/> Report |
| <input type="checkbox"/> Res. No(s). _____ | <input type="checkbox"/> Public Hearing (Info/consent) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Prepared By: Ralph Alamillo

Agenda Item No. _____

I-5

Reviewed By: City Manager _____

City Attorney SMF

Finance AC

Other (Specify) _____

DATE: September 19, 2011

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager's Department

SUBJECT: Second Amendment to Agreement No. 4920-09-CM On-Call Soils and Materials Testing Services Provided by Leighton Consulting, Inc.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to Agreement 4920-09-CM in the amount of \$75,000 (total contract \$300,000), and extend the term of the Agreement to October 19, 2012 for on-call soils and materials testing services provided by Leighton Consulting, Inc.

DISCUSSION

It was determined that many projects within the City required the services of a licensed soils and material site testing and laboratory to allow projects under construction to continue to move forward smoothly and quickly with no City caused delays to Contractors. In 2009 the City General Services Division issued an RFP to select an on-call soils and material testing service for the City. The City received and reviewed fifteen firms and Leighton Consulting, Inc. was one of three firms selected. A multi-year agreement with options to renew and a not to exceed \$75,000 amount was issued to them in October, 2009. A first amendment was issued to revise the original agreement expiration date from October 19, 2010 to October 19, 2011 and increase the not to exceed amount to \$225,000. This second amendment is a request to revise the not to exceed amount from \$225,000 to \$300,000 and exercise the renewal option and extend the agreement expiration date from October 19, 2011 to October 19, 2012.

FINANCIAL IMPACT

This is a City wide use agreement and funds are allocated by various departments for the services on a project by project basis.

MH/pcf

- Attachment #1 - Second Amendment
- #2 - First Amendment
- #3 - Original Agreement

**Second Amendment to Agreement No. 4920-09-CM On-Call Soils and Materials
Testing Services Provided by Leighton Consulting, Inc.
September 19, 2011
Page 2**

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of October, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Leighton Consulting, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on October 19, 2010 by a First Amendment.

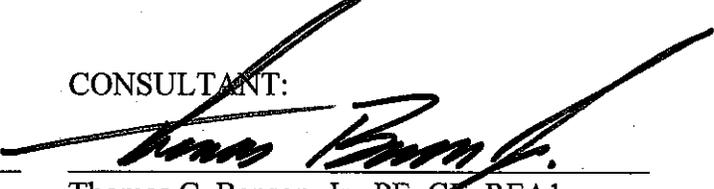
City and Consultant agree as follows:

1. In Section 12 of the Agreement, the phrase "will expire on October 19, 2011" is deleted and replaced with the phrase "will expire on October 19, 2012".
2. In Section 14 of the Agreement, the figure "\$225,000" is deleted and replaced with the figure "\$300,000".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT:

Dr. Thomas E. Holden, Mayor



Thomas C. Benson, Jr., PE, CE, REA1

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



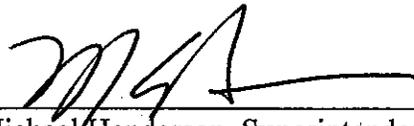
Alan Holmberg, City Attorney



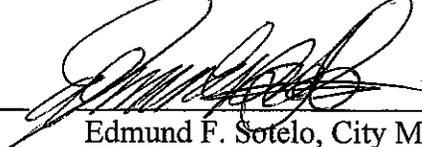
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:



Michael Henderson, Superintendent
CM General Services Division



Edmund F. Sotelo, City Manager

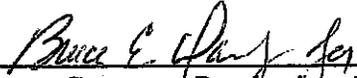
FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of October, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Leighton Consulting, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant.

City and Leighton Consulting, Inc. agree as follows:

- 1. In Section 12 of the Agreement, the phrase "will expire on "October 19, 2010" is deleted and replaced with the phrase "will expire on October 19, 2011".
- 2. In Section 14 of the Agreement, the figure "\$75,000" is deleted and replaced with the figure "\$225,000".
- 3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD


James Cameron, Purchasing Agent

CONSULTANT:


Thomas C. Benson, Jr., PE, GE, DEAI

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:


Michael Henderson, Superintendent
General Services

APPROVED AS TO AMOUNT:


Edmund F. Sotelo, City Manager

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of October, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Leighton Consulting, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein as Geotechnical Services, Soils and Material Testing Services and other supplemental professional laboratory services as set forth in Exhibit A.

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services, as more particularly the City will request and assign work scopes as per Exhibit A as such work becomes available and each of these assignments are incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein, including the use of Subconsultants.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the City Manager or designated Department Director ("Manager") and shall be performed under the general direction of the City Manager or Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Thomas C. Benson, Jr. as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall have an initial term beginning on October 19, 2009, and will expire on October 19, 2010. The City may exercise an option to extend the Agreement for three (3) additional one-year terms for this on-call service with a final expiration date of October 30, 2013. City may exercise the option by notifying Consultant in writing any time prior to the expiration of the term then in effect.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant for the initial period of the agreement in an amount not to exceed \$ 75,000 for services provided under this Agreement at rates provided in Fee Schedule -Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to:
Leighton Consulting, Inc.
3585 Maple Street, Suite 211
Ventura, CA 93003
Attention: Thomas C. Benson, Jr.

b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard, General Services
1060 Pacific Ave., Bldg. 3
Oxnard, California 93030
Attention: Patricia Friend

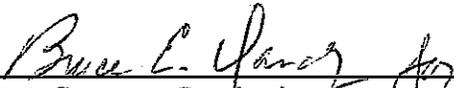
41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Consultant.

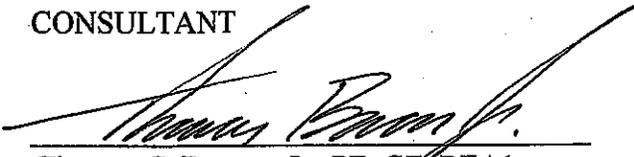
42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

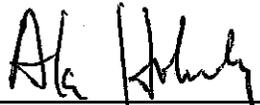
CITY OF OXNARD


James Cameron, Purchasing Agent

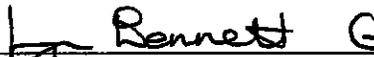
CONSULTANT


Thomas C. Benson, Jr., PE, GE, REA1
Leighton Consulting, Inc.

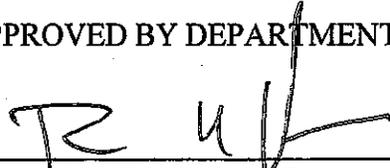
APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED BY DEPARTMENT AS TO CONTENT AND AMOUNT:


Ralph Alamillo, Project Manager
General Services


Michael Henderson, Superintendent
Purchasing Agent, General Services

APPROVED AS TO AMOUNT

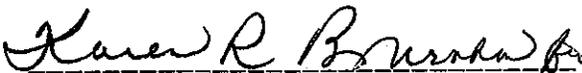

Edmund F. Sotelo, City Manager

EXHIBIT A - Scope of Work

Specific scopes of work (including schedules) shall be prepared in response to requests from the City of Oxnard, and shall be a lump sum cost (broken down into milestones) based on the unit rates specified in Exhibit B, Fee Schedule.

Work to be performed as a part of project-specific Task Orders under the Agreement for Professional Services may generally conform to the following, or as requested by City staff.

Task 1 – Establish Scope of Work

Review the project description, and based on the project's location, focus of the scope, and availability, internally assign project tasks. Request a site meeting to develop a thorough understanding of the project and identify City priorities. Identify critical factors including the alignment, site location and/or limits, and the proposed construction, including elevations, location of structural footprints, loads and intended grading and outcome.

Review existing geological literature and geotechnical reports for the project area or alignment, and pertinent as-built and/or new design plans, documents and information available for the existing conduits, roadways and/or structures in the vicinity of the project.

Task 2 – Field Exploration

Perform a reconnaissance of the site and mark proposed subsurface exploration locations. Contact Underground Service Alert (USA) at least 48 hours prior to the start of field work to check for the presence of buried utilities. Obtain approval of any required permits.

Field exploration shall include soils and geologic exploration utilizing available and appropriate methods. Subsurface exploration methods can include, but will not be limited to, Hollow-Stem Auger borings, Bucket Auger borings, Hand Auger borings, Cone Penetrometer Tests (CPTs), Backhoe Test Pits or Trenches. Where appropriate, obtain soil samples for laboratory testing. Where necessary, specialized methods of exploration including geophysics and infiltration testing shall be employed.

Foundation investigations for structures will evaluate foundation design for various types of structures and address liquefaction analysis, dynamic and static settlement analysis, hydrostatic pressure design, tieback design, ground improvements, dewatering for shoring and other adverse conditions due to dewatering such as settlement, lateral movement and/or surface cracks. Where appropriate perform geologic mapping of faults, landslides and other significant geologic features and provide discussion of their impact on the project.

Task 3 - Geotechnical Laboratory Testing

Geotechnical laboratory tests will be conducted on representative soil samples for the purpose of classification and determination of physical, chemical and engineering properties. Tests will include, but will not be limited to, those tests listed in the Fee Schedule Exhibit C.

Task 4 - Geotechnical Analysis and Report Preparation

A report will be prepared with appropriate graphic exhibits to present findings and recommendations. Such reports can be project-specific, or related to Master Plan development.

Task 5 - Geotechnical and Materials Testing/Inspection Services during Construction

Services may include, but not be limited to, the following:

- **Pre-Construction Meeting:** Attend a pre-construction meeting to establish points of contact and distribution of results.
- **Dispatch and Management:** Technician scheduling, coordination and administrative services will be provided. Supervision, quality control and project management will be provided by the Field Operations Manager, Project and Principal Geotechnical Engineers, Civil Engineer-of-Record and Materials Inspection Manager, as needed.
- **Geotechnical Laboratory Testing:** Geotechnical laboratory testing may include, but not be limited to, those tests listed in the Fee Schedule, Exhibit C.
- **Backfill Observation and Testing:** Provide observation and testing of backfill placement, as fill thickness, the earthwork contractor's schedule and relevant ordinances require.
- **Materials Testing:** Materials laboratory testing may include, but not be limited to, those tests listed in the Fee Schedule, Exhibit C.
- **Deputy Inspection:** Where needed, ICC deputy inspectors will be provided for reinforced concrete, precast concrete, post-tension concrete, epoxy anchors, structural masonry, structural steel shop fabrication, field welding, high strength bolting and spray-applied fire-proofing.
- **Field materials tests:** Field materials tests may include, but not be limited to, those tests listed in the Fee Schedule, Exhibit C.
- **Requests for Information (RFI):** Respond as needed to any such requests.
- **Reporting:** Provide a report summarizing the earthwork-related activities and the results of the field and laboratory tests during construction. Summary laboratory reports for materials tests shall be provided as the tests are completed, along with final verification reports once the project has been completed.
- **Post-Construction Services:** Assist the City in project close-out that will generally include preparation of as-built records.

Value engineering recommendations related to all work shall be provided where appropriate. Quality control on all services shall be performed.

EXHIBIT B

| Schedule of Fees and Services | Rate |
|-------------------------------|------|
|-------------------------------|------|

Professional Engineering Staff

| | | |
|----|---|----------|
| 1 | Principal Engineering/Geologist | \$110.00 |
| 2 | Senior Engineer/Geologist /Architect | \$95.00 |
| 3 | Project Engineering/Geologist/Architect | \$95.00 |
| 4 | Environmental Consultant/Registered Environment Assesor | \$95.00 |
| 5 | Staff Engineer/Geologist/Architect | \$85.00 |
| 6 | Environmental Specialist | \$85.00 |
| 7 | Environmental Technician | \$85.00 |
| 8 | Roofing/Waterproofing Inspector | \$85.00 |
| 9 | Roofing/Waterproofing Consultant | Quote |
| 10 | Laboratory Technician | \$75.00 |

Inspection Services & Quality Control

| | | |
|----|---|---------|
| 11 | Pile Driving Inspector/Deep Foundation Inspector Senior Soil Technician includes nuclear gauge or mobile laboratory | \$78.00 |
| 12 | laboratory | \$78.00 |
| 13 | Soils Technician II includes nuclear gauge or mobile laboratory | \$75.00 |
| 14 | Mechanical/Electrical Inspector Registered Special Inspector (concrete, masonry, welding, pre-stress, fireproofing) | \$80.00 |
| 15 | Shop Fabrication Inspection (Within California) | \$75.00 |
| 16 | Shop Fabrication Inspection (Outside California) | Quote |
| 17 | Field Technician (ACI/Soil) | Quote |
| 18 | Concrete Technician (ACI) | \$74.00 |
| 19 | Inspector of Record/DSA/OSHPD Inspector | \$74.00 |
| 20 | Quality Control Representative | Quote |
| 21 | Submittal Reviewer | Quote |
| 22 | Prevailing Wage Site Work | Quote |
| 23 | QC Plan Preparation | Quote |

Non-Destructive Testing Services

| | | |
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| 25 | Non-Destructive Testing Inspector (Ultrasonic, magnetic particle, dye penetrate) | \$82.50 |
| 26 | Metallic Surface Coatings (Paint or Itumescescent Fireproofing) | Quote |
| 27 | Radiographic (low power portable and laboratory available) | Quote |
| 28 | | |

Special Services

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| 29 | | |
| 30 | Coring/Sawing Operator & Equipment (1-man crew) | \$85.00 |
| 31 | Coring/Sawing Operator & Equipment (2-man crew) | \$110.00 |
| 32 | Floor Flatness (Includes reports and registered engineering certification) | \$95.00 |
| 33 | Mobilization/Demobilization - flat rate | \$100.00 |
| 34 | Reinforcing Steel Location | \$95.00 |
| 35 | Anchor Pull Tests - up to 30 tons | \$95.00 |
| 36 | Glue Lamination Inspection | Quote |
| 37 | Batch Plant Inspector | \$74.00 |
| 38 | Procedure Qualification per AWS, ASME, or Military Standards | Quote |

Support Services

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|----|---|----------|
| 39 | Certificate of Completion | \$350.00 |
| 40 | Draftsman | \$60.00 |
| 41 | Express Mail (FEDEX/UPS) (minimum) | \$30.00 |
| 42 | Facsimile (each page) | \$1.00 |
| 43 | File Search, re-issue of report, copies (minimum) | \$50.00 |
| 44 | Review of Files for processing Affidavits and Certification | \$45.00 |
| 45 | Word Processor/Secretarial | \$45.00 |
| 46 | Sample Pickup | \$50.00 |

Court Appearance and Depositions

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|----|--|----------|
| 47 | Senior Professional Preparatory, Deposition or Testimony | \$165.00 |
| 48 | Travel & Expense | No Cost |
| 49 | Evidence Storage (per month) | \$50.00 |

Soils

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|----|--|----------|
| 50 | California Bearing Ratio (CBR), Includes maximum density curve | \$360.00 |
| 51 | Cement Treated Base, Laboratory Design - Soil Cement, Each Set | \$435.00 |
| 52 | Set | \$435.00 |
| 53 | Cement Treated Base, Sample Fabrication (Set of 3) | \$120.00 |
| 54 | Cement Treated Base - Compression | \$25.00 |
| 55 | Chloride Content of Soil | \$68.00 |
| 56 | Conductivity | \$35.00 |
| 57 | Consolidation - Per Point | \$65.00 |
| 58 | Direct Shear Test | \$195.00 |
| 59 | Expansion Index | \$131.00 |
| 60 | Hydrometer Analysis (Fine Grade) | \$100.00 |
| 61 | Hydrometer Analysis with coarse & fine grade | \$230.00 |
| 62 | Laboratory Compaction Test (Moisture Density-Each Curve) | \$190.00 |
| 63 | Laboratory Compaction Test Requiring Rock Correction | \$225.00 |
| 64 | Moisture Content | \$20.00 |
| 65 | Plasticity Index/Liquid Limit/Atterburg Limits | \$100.00 |
| 66 | Permeability Test - Constant Head: | |
| 67 | Fine Grained Soil | \$210.00 |
| 68 | Granular Soil | \$350.00 |
| 69 | Other | Quote |
| 70 | R - Value (Minimum 3 pts.) | \$225.00 |
| 71 | Resistivity and pH of Soil | \$131.00 |
| 72 | Sand Equivalent | \$95.00 |
| 73 | Sodium Sulfate Soundness (Per Size Fraction) | \$70.00 |
| 74 | Soil Classification w/Atterburg & Gradation | \$245.00 |
| 75 | Sulphate Content of Soil | \$80.00 |

Aggregates

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|----|---|----------|
| 76 | Absorption Test, Coarse Aggregate | \$25.00 |
| 77 | Absorption Test, Fine Aggregate | \$25.00 |
| | Aggregate Conformance Testing for State of California Projects (includes, sieve analysis, specific gravity, No. 200 wash, organic impurities, unit weight) | \$210.00 |
| 78 | unit weight) | \$210.00 |
| 79 | Clay Lumps and Friable Particles | \$85.00 |
| 80 | Cleanness Value | \$70.00 |
| 81 | Crushed Particles, Percent | \$100.00 |
| 82 | Durability Index, Coarse Aggregate | \$95.00 |
| 83 | Durability Index, Fine Aggregate | \$70.00 |
| 84 | LA Rattler | \$150.00 |
| 85 | Mortar making properties of fine aggregates | \$225.00 |
| 86 | Organic Impurities in Sand | \$45.00 |
| 87 | Sieve Analysis (Gradation), Coarse Aggregate | \$50.00 |
| 88 | Sieve Analysis (Gradation), Fine Aggregate (Including Wash) | \$75.00 |

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| 89 | Soundness of Aggregates by Sulfates | \$50.00 |
| 90 | Specific Gravity, Fine Aggregate | \$50.00 |
| 91 | Specific Gravity, Coarse Aggregate | \$40.00 |
| 92 | Unit Weight Per Cubic Foot, Voids in Aggregate | \$50.00 |

Asphalt Concrete

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|-----|---|----------|
| 93 | Asphalt Mix Design | Quote |
| 94 | Asphalt Mix Design Review | \$135.00 |
| 95 | Bitumen | \$75.00 |
| 96 | Extraction, % Asphalt (including gradation) | \$130.00 |
| 97 | Field Mix-HVEEM-Stability per Point | \$110.00 |
| 98 | Field Mix-MARSHALL-Stability per Point | \$110.00 |
| 99 | Film Stripping | \$65.00 |
| 100 | Hveem Stability & Unit Weight | \$150.00 |
| 101 | Marshall Stability Flow & Unit Weight (Three Specimens) | \$125.00 |
| 102 | Maximum Theoretical Unit Weight (Rice Specific Gravity) | \$80.00 |
| 103 | Percent Swell | \$80.00 |
| 104 | Preparation of Bituminous Mixture | \$30.00 |
| 105 | Stabilometer Value of Bituminous Mixture | \$60.00 |
| 106 | United Weight Compacted Sample or Core (Bulk Specific) | \$50.00 |
| 107 | Unit Weight Sample Requiring Compaction | \$115.00 |

Concrete

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|-----|---|----------|
| 108 | Cement Testing Compression (Cubes) | Quote |
| 109 | Compression Tests 6 x 12 Cylinder | \$17.00 |
| | Compression Tests, Gunite/Shotcrete Panels, 3 Cut Cores per | |
| 110 | Panel (Set) | \$140.00 |
| 111 | Compression Tests, Cores (Includes Sample Preparation) | \$35.00 |
| 112 | Compression Tests Lightweight Concrete Fill | \$30.00 |
| 113 | Concrete Flexural Test 6 x 6 x 18 | \$40.00 |
| 114 | Concrete Mix Design (Includes Aggregate Testing) | \$280.00 |
| 115 | Concrete Mix Design (Revision or Review) | \$125.00 |
| 116 | Drying Shrinkage (3 Specimens - 28 Days) | \$190.00 |
| 117 | Gunite Panel, 3 Cores | \$180.00 |
| 118 | Gunite Panel, 4 Cores | \$210.00 |
| 119 | Modulus of Elasticity, Static | \$78.00 |
| 120 | Splitting Strength Test | \$50.00 |
| | Trial Batch, Includes Mix Design, Aggregate Testing & Six | |
| 121 | Compression Tests | \$525.00 |
| 122 | Unit Weight, Lightweight Concrete Fill | \$30.00 |

Masonry

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|-----|--|----------|
| 123 | Absorption Test, Brick 7 day (per block, 3 blocks minimum) | \$40.00 |
| 124 | Absorption Test, Brick 24-Hour Submersion | \$25.00 |
| 125 | Absorption Test, Brick 5-Hour Boiling | \$40.00 |
| 126 | Composite Prism (under 400,000 lbs), Half Size 8 x 16 x 8 | \$125.00 |
| 127 | Composite Prism (under 400,000 lbs), Full Size 8 x 16 x 16 | \$225.00 |
| 128 | Compression Test, Brick | \$30.00 |
| 129 | Compression Test Blocks Larger than 8 x 8 x 16 | \$40.00 |
| 130 | Compression Test, Blocks Less than or equal to 8 x 8 x 16 | \$35.00 |
| 131 | Compression Test Grout | \$25.00 |
| 132 | Compression Test Mortar 2 x 4 Cylinder UBC | \$25.00 |
| 133 | Conformance Package | \$350.00 |
| 134 | Efflorescence, Block with Mortar | \$40.00 |
| 135 | Efflorescence, Block/Brick Only | \$30.00 |
| 136 | In-Place Shear Test (per test) | \$80.00 |
| 137 | Linear Shrinkage | \$98.00 |
| 138 | Modulus of Rupture, Brick | \$30.00 |
| 139 | Moisture as Received, Brick | \$25.00 |

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| 140 Saturation Co-Efficient (Includes Absorption) Brick | \$40.00 |
| 141 Shear Test (excludes sample preparation) | \$85.00 |
| 142 Compression Test Cores (includes sample preparation) | \$40.00 |
| 143 Unit Weight & Absorption, Block | \$40.00 |

Steel

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| High Strength Bolt, Nut & Washer Conformance (Wedge Tensile, Proof Load, Hardness) | \$100.00 |
| 144 Tensile, Proof Load, Hardness | \$100.00 |
| 145 Mechanical Tests, Hardness Test, Rockwell | \$50.00 |
| 146 Prestressed Steel, Tensile Test, Strand (7 wire) | \$90.00 |
| 147 Reinforcing Steel, Tensile Test-No. 11 Bars & Smaller | \$30.00 |
| 148 Reinforcing Steel, Tensile Test-No. 14 Bars & Larger | \$50.00 |
| 149 Reinforcing Steel, Bend Test-No. 11 Bars & Smaller | \$45.00 |
| 150 Mechanically Spliced Reinforcing Steel | \$80.00 |
| 151 Fireproofing Density Tests | \$70.00 |
| 152 Fireproofing Adhesion/Cohesion Tests | |
| 153 Structural Steel, Tensile Test - Up to 200, 000 lbs. | \$40.00 |
| 154 Structural Steel, Bend Test | \$30.00 |
| 155 Structural Steel, Pipe Flattening Test | \$30.00 |
| 156 Welded Specimens, Tensile Test - No. 11 Bars & Smaller | \$32.00 |
| 157 Welded Specimens, Tensile Test - No. 14 (To min. Require Only) | \$60.00 |
| 158 Welded Specimens, Tensile Test - No. 18 (To min. Require Only) | \$80.00 |
| 159 Welded Specimens, Tensile Testing - Mechanically Spliced Bar | \$80.00 |

Roofing

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| 160 Asbestos Evaluation (per ply) | \$40.00 |
| 161 Asphalt Softening Point | \$150.00 |
| 162 Roofing Material Analysis, With Surfacing | \$450.00 |
| 163 Roofing Material Analysis, Without Surfacing | \$225.00 |
| 164 Roofing Tile, Absorption (set of 5) | \$150.00 |
| 165 Roofing Tile, Strength Test (set of 5) | \$150.00 |

Welding Certification

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| 166 American Welding Society (AWS D1.1) | |
| 167 Limited Thickness Plate (per position) | \$200.00 |
| 168 Unlimited Thickness Plate (per position) | \$230.00 |
| 169 Pipe (per position) | \$230.00 |
| 170 American Welding Society (AWS D1.4) | |
| 171 Bar Sizes #3 through #9 (each) | \$200.00 |
| 172 Bar Sizes #10 through #11 (each) | \$230.00 |
| 173 Bar Sizes #14 through #18 (each) | \$230.00 |
| 174 American Society of Mechanical Engineers (ASME) | |
| 175 Plate or Pipe Procedure Qualification (each) | \$550.00 |
| 176 Plate or Pipe Welder Qualification (each) | \$550.00 |
| 177 American Welding Society (ASW D1.3) | |
| 178 Light Gauge Metal (includes butt and plug weld) | \$180.00 |
| 179 Procedure Qualification per AWS, ASME or Military Standards | Quote |
| 180 Fillet Weld Test (Break and Etch Test) | \$180.00 |
| 181 Fillet Weld Test Plates | \$30.00 |
| 182 Ultrasonic Testing of Weld Coupons | \$90.00 |
| 183 Witness time, If Required | \$55.00 |

*NO MINIMUM CHARGES WILL APPLY ONLY THE RATES AS SHOWN ON THIS SCHEDULE OR BY QUOTE.