CITY OF
OXNARD
CALIFORNIA

Meeting Date: 03 / 20 / 12

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Ralph Alamillo RA Agenda Item No. I-2

Reviewed By: City Manager KRB City Attorney SMF Finance JC Other *(Specify)*

DATE: March 1, 2012

TO: City Council

FROM: Michael Henderson, General Services Superintendent MH
City Manager Department

SUBJECT: **Fourth Amendment to Agreement No. 4919-09-CM in the amount of $200,000 for On-Call Soils and Material Testing Services with NV5 dba BTC Labs-Vertical V**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement No. 4919-09-CM in the amount of $200,000 for on-call soils and material testing services provided by NV5 dba BTC Labs-Vertical V, increasing the non-to-exceed amount from $300,000 to $500,000, and extending the expiration date to October 19, 2013.

DISCUSSION

Many projects within the City require the services of a soils and material testing firm to allow both construction work on projects and internal design to progress uninterruptedly when the City must provide for these types of inspections, potholing and testing. 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 NV5 dba BTC Labs-Vertical V was one of the firms selected. The City entered into a multi-year agreement with options to renew and a first term not-to-exceed amount of $75,000 with NV5 dba BTC Labs-Vertical V in October 2009. The original agreement has been amended previously to increase the contract amount and to extend the agreement.

Currently several in-house projects are in design that require soil and material testing. This fourth amendment will increase the not-to-exceed amount from $300,000 to $500,000, and exercise the final option to renew the agreement to October 19, 2013. In addition, task orders over $25,000 will come back to City Council for approval pursuant to Ordinance 2835.

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 - Fourth Amendment
2 - Third Amendment
3 - Second Amendment
4 - First Amendment
5 - Original Agreement

Agreement No. 4919-09-CM

FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of March, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Testing Engineers Vertical V, Inc. dba BTC Labs-Vertical V ("Consultant"). This Fourth Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on July 12, 2010, by a First Amendment and on October 19, 2010, by a Second Amendment and by a Third Amendment on October 19, 2011.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the phrase "will expire on October 19, 2012" is deleted and replaced with the phrase "will expire on October 19, 2013".

2. In Section 14 of the Agreement, the figure "$300,000" is deleted and replaced with the figure "$500,000".

3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

CONSULTANT: Testing Engineers Vertical, Inc.dba BTC Labs-Vertical V

D. Scott Moors, PG, CEG, CHg

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Michael Henderson, Superintendent
CM General Services

APPROVED AS TO AMOUNT:

Karen Burnham, Interim City Manager

ATTACHMENT NO. 1

PAGE 1 OF 1

Agreement No. 4919-09-CM

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third 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 Vertical V-Testing Engineers, Inc. dba BTC Vertical V ("Consultant"). This Third Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on July 12, 2010, by a First Amendment and on October 19, 2010, by a Second 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

Dr. Thomas E. Holden, Mayor

CONSULTANT:

D. Scott Moore, PG, CEG, CHg

ATTEST:

Daniel Martinez, City Clerk

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

COUNCIL APPROVAL
DATE: 10-18-11 AGENDA # F-6

ATTACHMENT NO. 2

PAGE 1 OF 1

Agreement No. 4919-09-CM

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, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Vertical V-Testing Engineers, Inc. dba BTC Vertical V ("Consultant"). This Second Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on July 12, 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, 2010" is deleted and replaced with the phrase "will expire on October 19, 2011".

2. In Section 14 of the Agreement, the figure "$150,000" is deleted and replaced with the figure "$225,000".

3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Bruce E. Jones for

James Cameron, Purchasing Agent

CONSULTANT:

D. Scott Moors, PG, CEG, CHg

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

ATTACHMENT NO. 3

PAGE 1 OF 1

Agreement No. 4919-09-CM

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES AND ASSIGNMENT OF AGREEMENT

This First Amendment ("First Amendment") to the Agreement for Consultant Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of July, 2010, by and between the City of Oxnard, a municipal corporation ("City"), Bureau Veritas North American, Inc. ("Bureau Veritas") and Vertical V-Testing Engineers, Inc. dba BTC Vertical V ("Vertical V"). Bureau Veritas has merged with and into its present company Vertical V. This First Amendment amends the Agreement entered into on October 19, 2010, by City and Bureau Veritas and is an assignment thereof.

City, Bureau Veritas and Vertical V agree as follows:

1. In Section 14 of the Agreement, the amount not to exceed "$75,000" is deleted and replaced with "$150,000".

2. Bureau Veritas hereby assigns the Agreement to Vertical V, Vertical V accepts the assignment, and the City consents to the assignment.

3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

James Cameron, Purchasing Agent

VERTICAL V – TESTING ENGINEERS, INC. d/b/a BTC VERTICAL V

D. Scott Moors, PG, CEG, CHg

ATTACHMENT NO. 4
PAGE 1 OF 2

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED BY DEPARTMENT AS TO CONTENT TO AMOUNT:

Ralph Alamillo, Project Manager
General Services

Michael Henderson, Superintendent
/Purchasing Agent General Services

APPROVED AS TO AMOUNT:

Edmund F. Sotelo, City Manager

Agreement No. 4919-09-CM

ATTACHMENT NO. 4
PAGE 2 OF 2

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 Bureau Veritas North America, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein as Geotechnical Services, Soils and Material Testing 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 D. Scott Moors 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 docu[illegible]ts 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:
Bureau Veritas North America, Inc.
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: D. Scott Moors, PG, CEG, CHg

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

D. Scott Moors, PG, CEG, CHg
Bureau Veritas North America, 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

Scope of Work

Working with the City's Project Manager or Public Works Inspector, Bureau Veritas provides the requisite resources and quality systems to ensure an effective project Quality Assurance and Quality Control program. Capitalizing on our extensive experience with local public works and infrastructure projects, we have developed effective quality systems for managing all phases of inspection and testing projects with a focus on achieving a smooth and efficient project closeout:

- Project Setup
- Dispatch Requests
- Report Log-in and QC Review
- Laboratory Testing & Reporting
- Project Management
- Prevailing Wage Compliance

Ideally, our project dispatch, inspection, and reporting procedures are reviewed with the project team at a Pre-Construction Meeting. Tests and inspections should be completed in conformance with the project specifications and City Building Code. Where applicable, we coordinate inspection and testing through the Project Inspector. Requests for inspector and technician dispatches are typically received from the Project Manager/Inspector and our field personnel should check-in and check-out with the PI on a daily basis.

Geotechnical Studies: The typical scope of services for a geotechnical study begins with a thorough understanding of the City's objectives and project constraints. Based upon that understanding, often developed in a meeting with City personnel, a scope of work is developed that includes the following:

- Project Planning: Site reconnaissance, review available geotechnical data from published maps and City files, mark exploration (boring) locations for utility clearance. Coordinate subcontractors (drillers).
- Field Exploration: Typically including soil borings, either hand auger (if less than ~8 feet) or drill rig. The purpose of the field exploration is typically to obtain subsurface data and samples for laboratory testing that will be required to develop cost effective geotechnical recommendations for the project development. Exploration commonly entails encroachment permits, traffic control, and patch and repair of pavement surfaces.
- Laboratory Testing: Perform laboratory testing to evaluate the engineering properties of the foundations system bearing materials.
- Engineering Analysis: Evaluate the field and laboratory data to provide cogent recommendations for the development of the proposed project.
- Reporting: Present the study finding in a concise and clear report.
- Meetings: Occasionally, additional project meetings are appropriate to refine the project scope and understanding, and communicate preliminary findings or summarize the final report.

Labor Hours

During our fifty years of local geotechnical and materials testing, we have performed dozens of projects for the City of Oxnard covering a wide range of services including:

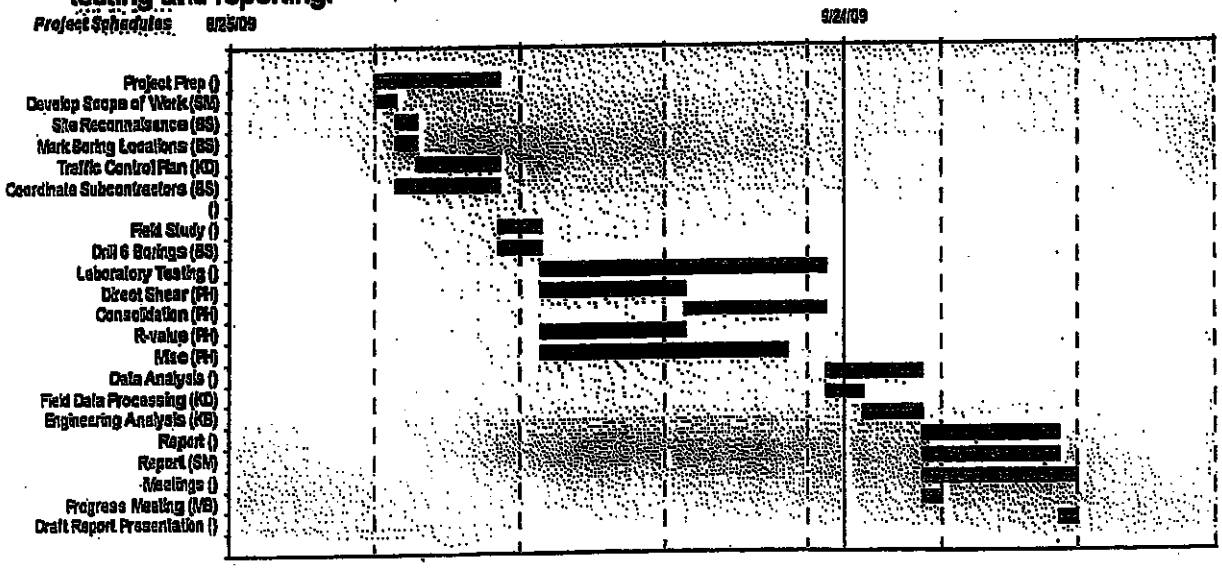
- Geotechnical Studies
- Environmental Assessments
- Construction Inspection
- Materials Testing
- Public Works Inspections
- Failure Analysis

The labor hours required for any project is highly dependant upon the nature of the proposed development and the site constraints. A typical geotechnical study conducted for a water line improvement may include the following tasks:

Task	Est. Schedule (Work Days)	Labor Hours
Task 1: Project Preparation	5	6
Task 2: Field Exploration (assume 6 borings)	2	18
Task 3: Laboratory Testing (unit billed)	12	–
Task 4: Engineering Analysis	3	8
Task 5: Report	3	8
Task 6: Project Management	–	2
TOTAL	25	42

Schedule

As requested in the City's RFP, a preliminary schedule and timeline is presented below showing typical activity and duration for each standard task required the projects described above. The schedule shows approximate typical timing for reaching milestones when doing this type of site sample taking and laboratory testing and reporting.



Schedule of Fees and Services

	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 Envrionment 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	$78.00
12	Senior Soil Technician includes nuclear gauge or mobile laboratory	$78.00
13	Soils Technician II includes nuclear gauge or mobile laboratory	$75.00
14	Mechanical/Electrical Inspector	$80.00
15	Registered Special Inspector (concrete, masonry, welding, pre-stress, fireproofing)	$75.00
16	Shop Fabrication Inspection (Within California)	Quote
17	Shop Fabrication Inspection (Outside California)	Quote
18	Field Technician (ACI/Soil)	$74.00
19	Concrete Technician (ACI)	$74.00
20	Inspector of Record/DSA/OSHPD Inspector	Quote
21	Quality Control Representative	Quote
22	Submittal Reviewer	Quote
23	Prevailing Wage Site Work	Quote
24	QC Plan Preparation	Quote
	Non-Destructive Testing Services	
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		
29	**Special Services**	
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	
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	
47	Senior Professional Preparatory, Deposition or Testimony	$165.00
48	Travel & Expense	No Cost
49	Evidence Storage (per month)	$50.00
50	**Soils**	
51	California Bearing Ratio (CBR), Includes maximum density curve	$360.00
52	Cement Treated Base, Laboratory Design - Soil Cement, Each 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 Contest of Soil	$80.00
	Aggregates	
76	Absorption Test, Coarse Aggregate	$25.00
77	Absorption Test, Fine Aggregate	$25.00
78	Aggregate Conformance Testing for State of California Projects (includes, sieve analysis, specific gravity, No. 200 wash, organic impurities, 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

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

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

108	Cement Testing Compression (Cubes)	Quote
109	Compression Tests 6 x 12 Cylinder	$17.00
110	Compression Tests, Gunite/Shotcrete Panels, 3 Cut Cores per 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
121	Trial Batch, Includes Mix Design, Aggregate Testing & Six Compression Tests	$525.00
122	Unit Weight , Lightweight Concrete Fill	$30.00

Masonry

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

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

144	High Strength Bolt, Nut & Washer Conformance (Wedge 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

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

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.