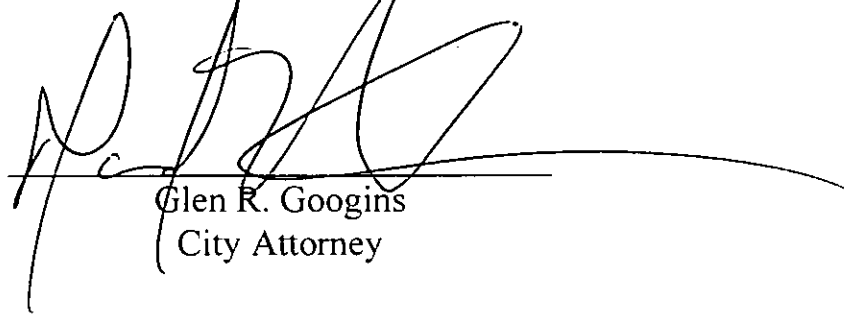


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL



Glen R. Googins  
City Attorney

Dated: 2/18/16

AGREEMENT  
BETWEEN  
THE CITY OF CHULA VISTA,  
NIYO & MOORE  
TO PROVIDE  
ON-CALL GEOTECHNICAL, STORM WATER MONITORING,  
MATERIALS TESTING AND  
SPECIAL INSPECTION CONSULTING SERVICES

**Agreement between  
City of Chula Vista  
and  
Ninyo & Moore to provide  
On-Call Geotechnical, Storm Water Monitoring, Materials Testing  
& Special Inspection Consulting Services**

This agreement (Agreement), dated \_\_\_\_\_ for the purposes of reference only, and effective as of the date last executed unless another date is otherwise specified in Exhibit A to this Agreement (Exhibit A), Paragraph 1, is between the City-related entity whose name and business form is indicated on Exhibit A, Paragraph 2, (City), and the entity whose name, business form, place of business and telephone numbers are indicated on Exhibit A, Paragraphs 4 through 6, (Consultant), and is made with reference to the following facts:

**RECITALS**

**WHEREAS**, the City has a Capital Improvement Program ("CIP") for various Projects within the City; and

**WHEREAS**, the City has the need for the on-call Geotechnical, Storm Water Monitoring, Materials Testing & Special Inspection Consulting Services during said CIP Projects design and construction phases; and

**WHEREAS**, a Request for Proposal ("RFP") was issued on October 16, 2015 with a due date of November 04, 2015; and

**WHEREAS**, on said date, the City of Chula Vista received five (5) proposals from firms interested in providing said consultant services for the City; and

**WHEREAS**, after the City Selection Committee completed their review of the proposals for all five firms, they selected Ninyo & Moore as one of the three Consultants to provide the services necessary; and

**WHEREAS**, Ninyo & Moore as an on-call consultant, prior to commencing work on a particular CIP Project ("Project") on which the City desires, shall be issued a task order; and

**WHEREAS**, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

**[End of Recitals. Next Page Starts Obligatory Provisions.]**

**OBLIGATORY PROVISIONS PAGES**

NOW, THEREFORE, for valuable consideration the City and Consultant do hereby mutually agree as follows:

All of the Recitals above are incorporated into this Agreement by this reference.

**ARTICLE I. CONSULTANT'S OBLIGATIONS****A. General**

1. General Duties. Consultant shall perform all of the services described on Exhibit A, Paragraph 7 (General Duties).
2. Scope of Work and Schedule. In performing and delivering the General Duties, Consultant shall also perform the services, and deliver to City the "Deliverables" described in Exhibit A, Paragraph 8, entitled "Scope of Work and Schedule," according to, and within the time frames set forth in Exhibit A, Paragraph 8, time being of the essence of this agreement. The General Duties and the work and Deliverables required in the Scope of Work and Schedule shall be referred to as the "Defined Services." Failure to complete the Defined Services by the times indicated does not, except at the option of the City, terminate this Agreement.
  - a. *Reductions in Scope of Work.* City may independently, or upon request from Consultant, from time to time, reduce the Defined Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.
  - b. *Additional Services.* In addition to performing the Defined Services, City may require Consultant to perform additional consulting services related to the Defined Services (Additional Services), and upon doing so in writing, if they are within the scope of services offered by Consultant, Consultant shall perform same on a time and materials basis at the rates set forth in the "Rate Schedule" in Exhibit A, Paragraph 10(C), unless a separate fixed fee is otherwise agreed upon. All compensation for Additional Services shall be paid monthly as billed.
3. Standard of Care. The Consultant expressly warrants that the work to be performed pursuant to this Agreement, whether Defined Services or Additional Services, shall be performed in accordance with the standard of care ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations.
  - a. *No Waiver of Standard of Care.* Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages

caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

**B. Application of Laws.** Should a federal or state law pre-empt a local law, or regulation, the Consultant must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Consultant to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Consultant to violate any law, the Consultant agrees to notify City immediately in writing. Should this occur, the City and the Consultant agree that they will make appropriate arrangements to proceed with or, if necessary, amend or terminate this Agreement, or portions of it, expeditiously.

1. Subcontractors. Consultant agrees to take appropriate measures necessary to ensure that all participants utilized by the Consultant to complete its obligations under this Agreement, such as subcontractors, comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local, affecting Project implementation. In addition, if a subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, the Consultant shall ensure that the subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

### C. Insurance

1. General. Consultant must procure and maintain, during the period of performance of this Agreement, and for twelve months after completion, policies of insurance from insurance companies to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under this Agreement and the results of that work by the Consultant, his agents, representatives, employees or subcontractors, and provide documentation of same prior to commencement of work.
2. Minimum Scope of Insurance. Coverage must be at least as broad as:
  - a. *CGL.* Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
  - b. *Auto.* Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
  - c. *WC.* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
  - d. *E&O.* Professional Liability or Errors & Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

3. Minimum Limits of Insurance. Consultant must maintain limits no less than those included in the table below:

i. General Liability: (Including operations, products and completed operations, as applicable)	\$1,000,000 per occurrence for bodily injury, personal injury, (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Project/location or the general aggregate limit must be twice the required occurrence limit.
ii. Automobile Liability:	\$1,000,000 per accident for bodily injury, including death, and property damage.
iii. Workers' Compensation Employer's Liability:	Statutory \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
iv. Professional Liability or Errors & Omissions Liability:	\$1,000,000 each occurrence \$1,000,000 policy aggregate

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or the Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
5. Other Insurance Provisions. The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:
- a. *Additional Insureds.* City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insureds with respect to all policies of insurance, including those with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant's

insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products/Completed Operations coverage.

- b. *Primary Insurance.* The Consultant's General Liability insurance coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of the Consultant and in no way relieves the Consultant from its responsibility to provide insurance.
  - c. *Cancellation.* The insurance policies required by this Agreement shall not be canceled by either party, except after thirty days' prior written notice to the City by certified mail, return receipt requested. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" shall be deleted from all certificates.
  - d. *Waiver of Subrogation.* Consultant's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage for the term required by this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against the City.
6. Claims Forms. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:
- a. *Retro Date.* The "Retro Date" must be shown, and must be before the date of the Agreement or the beginning of the work required by the Agreement.
  - b. *Maintenance and Evidence.* Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work required by the Agreement.
  - c. *Cancellation.* If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five years after completion of the work required by the Agreement.
  - d. *Copies.* A copy of the claims reporting requirements must be submitted to the City for review.
7. Acceptability of Insurers. Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A-V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A-X. Exception may be made for the State Compensation Fund when not specifically rated.

8. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by Section I.C. of this Agreement. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the requirements of this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.
9. Subcontractors. Consultant must include all subconsultants as insureds under its policies or furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants is subject to all of the requirements included in these specifications.
10. Not a Limitation of Other Obligations. Insurance provisions under this Article shall not be construed to limit the Consultant's obligations under this Agreement, including Indemnity.
11. Additional Coverage. To the extent that Insurance coverage exceeds the minimums identified in section 3, recovery shall not be limited to the insurance minimums, but shall instead extend to the actual policy limits.

#### **D. Security for Performance**

1. Performance Bond. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide a Performance Bond (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled "Performance Bond"), then Consultant shall provide to the City a performance bond, in the amount indicated at Exhibit A, Paragraph 18, in the form prescribed by the City and by such sureties which are authorized to transact such business in the State of California, listed as approved by the United States Department of Treasury Circular 570, <http://www.fms.treas.gov/c570>, and whose underwriting limitation is sufficient to issue bonds in the amount required by the Agreement, and which also satisfy the requirements stated in Section 995.660 of the Code of Civil Procedure, except as provided otherwise by laws or regulations. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Surety companies must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds for the limits so required. Form must be satisfactory to the Risk Manager or City.
2. Letter of Credit. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide a Letter of Credit (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled "Letter of Credit"), then Consultant shall provide to the City an irrevocable letter of credit callable by the City at its unfettered discretion by submitting to the bank a letter, signed by the City Manager, stating that the Consultant is in breach of the terms of this Agreement. The letter of

credit shall be issued by a bank, and be in a form and amount satisfactory to the Risk Manager or City Attorney which amount is indicated in the space adjacent to the term, "Letter of Credit," in Exhibit A, Paragraph 18.

3. **Other Security.** In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide security other than a Performance Bond or a Letter of Credit (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled "Other Security"), then Consultant shall provide to the City such other security therein listed in a form and amount satisfactory to the Risk Manager or City Attorney.

- E. **Business License.** Consultant agrees to obtain a business license from the City and to otherwise comply with Title 5 of the Chula Vista Municipal Code.

## ARTICLE II. CITY OBLIGATIONS

- A. **Consultation and Cooperation.** City shall regularly consult the Consultant for the purpose of reviewing the progress of the Defined Services and Schedule, and to provide direction and guidance to achieve the objectives of this Agreement. The City shall allow Consultant access to its office facilities, files and records, as deemed necessary and appropriate by the City, throughout the term of this Agreement. In addition, City agrees to provide the materials identified at Exhibit A, Paragraph 9, with the understanding that delay in the provision of those materials beyond thirty days after authorization to proceed, shall constitute a basis for the justifiable delay in the Consultant's performance.

### B. Compensation.

1. **Following Receipt of Billing.** Upon receipt of a properly prepared bill from Consultant, submitted to the City as indicated in Exhibit A, Paragraph 17, but in no event more frequently than monthly, on the day of the period indicated in Exhibit A, Paragraph 17, City shall compensate Consultant for all services rendered by Consultant according to the terms and conditions set forth in Exhibit A, Paragraph 10, adjacent to the governing compensation relationship indicated by a "checkmark" next to the appropriate arrangement, subject to the requirements for retention set forth in Paragraph 18 of Exhibit A, and shall compensate Consultant for out of pocket expenses as provided in Exhibit A, Paragraph 11.
2. **Supporting Information.** Any billing submitted by Consultant shall contain sufficient information as to the propriety of the billing, including properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature of the charges to the Project in order to permit the City to evaluate that the amount due and payable is proper, and such billing shall specifically contain the City's account number indicated on Exhibit A, Paragraph 17(C) to be charged upon making such payment.



3. Exclusions. In determining the amount of the compensation City will exclude any cost: 1) incurred prior to the effective date of this Agreement; or 2) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of the Consultant, its agents, employees, or subcontractors.
  - a. *Errors and Omissions*. In the event that the City Administrator determines that the Consultant's negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to City greater than would have resulted if there were no such negligence, errors, omissions, Consultant shall reimburse City for any additional expenses incurred by the City. Nothing in this paragraph is intended to limit City's rights under other provisions of this Agreement.
  
4. Payment Not Final Approval. The Consultant understands and agrees that payment to the Consultant for any Project cost does not constitute a City final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation of Consultant of the terms of the Agreement. The Consultant acknowledges that City will not make a final determination about the eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by the City has been completed, whichever occurs latest. If City determines that the Consultant is not entitled to receive any portion of the compensation due or paid, City will notify the Consultant in writing, stating its reasons. The Consultant agrees that Project closeout will not alter the Consultant's responsibility to return any funds due City as a result of later refunds, corrections, or other similar transactions; nor will Project closeout alter the right of City to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.
  - a. *Consultant's Obligation to Pay*. Upon notification to the Consultant that specific amounts are owed to City, whether for excess payments or disallowed costs, the Consultant agrees to remit to City promptly the amounts owed, including applicable interest.

### ARTICLE III. ETHICS

#### A. Financial Interests of Consultant

1. Consultant is Designated as an FPPC Filer. If Consultant is designated on Exhibit A, Paragraph 14, as an "FPPC filer," Consultant is deemed to be a "Consultant" for the purposes of the Political Reform Act conflict of interest and disclosure provisions, and shall report economic interests to the City Clerk on the required Statement of Economic Interests in such reporting categories as are specified in Paragraph 14 of Exhibit A, or if none are specified, then as determined by the City Attorney.
  
2. No Participation in Decision. Regardless of whether Consultant is designated as an FPPC Filer, Consultant shall not make, or participate in making or in any way attempt to use

Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a financial interest other than the compensation promised by this Agreement.

3. Search to Determine Economic Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant warrants and represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests, as the term is used in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest which would conflict with Consultant's duties under this Agreement.
4. Promise Not to Acquire Conflicting Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant further warrants and represents that Consultant will not acquire, obtain, or assume an economic interest during the term of this Agreement which would constitute a conflict of interest as prohibited by the Fair Political Practices Act.
5. Duty to Advise of Conflicting Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant further warrants and represents that Consultant will immediately advise the City Attorney if Consultant learns of an economic interest of Consultant's that may result in a conflict of interest for the purpose of the Fair Political Practices Act, and regulations promulgated thereunder.
6. Specific Warranties Against Economic Interests. Consultant warrants, represents and agrees that:
  - a. Neither Consultant, nor Consultant's immediate family members, nor Consultant's employees or agents (Consultant Associates) presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of the Defined Services, or in any property within 2 radial miles from the exterior boundaries of any property which may be the subject matter of the Defined Services, (Prohibited Interest), other than as listed in Exhibit A, Paragraph 14.
  - b. No promise of future employment, remuneration, consideration, gratuity or other reward or gain has been made to Consultant or Consultant Associates in connection with Consultant's performance of this Agreement. Consultant promises to advise City of any such promise that may be made during the Term of this Agreement, or for twelve months thereafter.
  - c. Consultant Associates shall not acquire any such Prohibited Interest within the Term of this Agreement, or for twelve months after the expiration of this Agreement, except with the written permission of City.

- d. Consultant may not conduct or solicit any business for any party to this Agreement, or for any third party that may be in conflict with Consultant's responsibilities under this Agreement, except with the written permission of City.

#### IV. LIQUIDATED DAMAGES

A. **Application of Section.** The provisions of this section apply if a Liquidated Damages Rate is provided in Exhibit A, Paragraph 13.

1. Estimating Damages. It is acknowledged by both parties that time is of the essence in the completion of this Agreement. It is difficult to estimate the amount of damages resulting from delay in performance. The parties have used their judgment to arrive at a reasonable amount to compensate for delay.
2. Amount of Penalty. Failure to complete the Defined Services within the allotted time period specified in this Agreement shall result in the following penalty: For each consecutive calendar day in excess of the time specified for the completion of the respective work assignment or Deliverable, the Consultant shall pay to the City, or have withheld from monies due, the sum of Liquidated Damages Rate provided in Exhibit A, Paragraph 13 (Liquidated Damages Rate).
3. Request for Extension of Time. If the performance of any act required of Consultant is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the Consultant, as determined by the City, Consultant shall be excused from performing that act for the period of time equal to the period of time of the prevention or delay. In the event Consultant claims the existence of such a delay, the Consultant shall notify the City's Contract Administrator, or designee, in writing of that fact within ten calendar days after the beginning of any such claimed delay. Extensions of time will not be granted for delays to minor portions of work unless it can be shown that such delays did or will delay the progress of the work.

#### ARTICLE V. INDEMNIFICATION

A. **Defense, Indemnity, and Hold Harmless.**

1. General Requirement. To the maximum extent allowed by law, Consultant shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, agents and employees, from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorney's fees and actual costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and Consultants, arising out of or in connection with the performance of the Defined Services, the results of such performance, or this Agreement. This indemnity provision does not include any

claims, damages, liability, costs and expenses arising from the sole negligence or sole willful misconduct of the City, its officers, employees. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

2. Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.5, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.
1. Costs of Defense and Award. Included in the obligations in Sections A.1 and A.2, above, is the Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings, that may be brought or instituted against the City, its directors, officials, officers, employees, agents and/or volunteers, subject to the limitations in Sections A.1. and A.2. Subject to the limitations in Sections A.1. and A.2., Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents and/or volunteers, for any and all related legal expenses and costs incurred by each of them.
4. Insurance Proceeds. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, and/or volunteers.
5. Declarations. Consultant's obligations under Article V shall not be limited by any prior or subsequent declaration by the Consultant.
6. Enforcement Costs. Consultant agrees to pay any and all costs City incurs enforcing the indemnity and defense provisions set forth in Article V.
7. Survival. Consultant's obligations under Article V shall survive the termination of this Agreement.
8. No Alteration of Other Obligations. This Article V, shall in no way alter, affect or modify any of the Consultant's other obligations and duties under this Agreement.

## ARTICLE VI. TERMINATION OF AGREEMENT

- A. **Termination for Cause.** If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Consultant of such termination and

specifying the effective date thereof at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by Consultant shall, at the option of the City, become the property of the City, and Consultant shall be entitled to receive just and equitable compensation, in an amount not to exceed that payable under this Agreement and less any damages caused City by Consultant's breach, for any work satisfactorily completed on such documents and other materials up to the effective date of Notice of Termination.

- B. Termination of Agreement for Convenience of City.** City may terminate this Agreement at any time and for any reason, by giving specific written notice to Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished and unfinished documents and other materials described hereinabove shall, at the option of the City, become City's sole and exclusive property. If the Agreement is terminated by City as provided in this paragraph, Consultant shall be entitled to receive just and equitable compensation, in an amount not to exceed that payable under this Agreement, for any satisfactory work completed on such documents and other materials to the effective date of such termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section.

#### ARTICLE VII. RECORD RETENTION AND ACCESS

- A. Record Retention.** During the course of the Project and for three (3) years following completion, the Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project as City may require.
- B. Access to Records of Consultant and Subcontractors.** The Consultant agrees to permit, and require its subcontractors to permit City or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Consultant and its subcontractors pertaining to the Project.
- C. Project Closeout.** The Consultant agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

#### ARTICLE VIII. PROJECT COMPLETION, AUDIT, AND CLOSEOUT

- A. Project Completion.** Within ninety (90) calendar days following Project completion or termination by City, Consultant agrees to submit a final certification of Project expenses and audit reports, as applicable.
- B. Audit of Consultants.** Consultant agrees to perform financial and compliance audits the City may require. The Consultant also agrees to obtain any other audits required by City. Consultant agrees that Project closeout will not alter Consultant's audit responsibilities. Audit costs are allowable Project costs.

- C. **Project Closeout.** Project closeout occurs when City notifies the Consultant that City has closed the Project, and either forwards the final payment or acknowledges that the Consultant has remitted the proper refund. The Consultant agrees that Project closeout by City does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from City

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Assignability.** The services of Consultant are personal to the City, and Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without prior written consent of City.
1. **Limited Consent.** City hereby consents to the assignment of the portions of the Defined Services identified in Exhibit A, Paragraph 16 to the subconsultants identified as "Permitted Subconsultants."
- B. **Ownership, Publication, Reproduction and Use of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced under this Agreement shall be the sole and exclusive property of City. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express written consent of City. City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- C. **Independent Contractor.** City is interested only in the results obtained and Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. City maintains the right only to reject or accept Consultant's work products. Consultant and any of the Consultant's agents, employees or representatives are, for all purposes under this Agreement, independent contractors and shall not be deemed to be employees of City, and none of them shall be entitled to any benefits to which City employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Therefore, City will not withhold state or federal income tax, social security tax or any other payroll tax, and Consultant shall be solely responsible for the payment of same and shall hold the City harmless with regard to them.
1. **Actions on Behalf of City.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever, as an agent or otherwise. Consultant shall have no authority, express or implied, to bind City or its members, agents, or employees, to any obligation whatsoever, unless expressly provided in this Agreement.

2. **No Obligations to Third Parties.** In connection with the Project, Consultant agrees and shall require that its agents, employees, subcontractors agree that City shall not be responsible for any obligations or liabilities to any third party, including its agents, employees, subcontractors, or other person or entity that is not a party to this Agreement. Notwithstanding that City may have concurred in or approved any solicitation, subagreement, or third party contract at any tier, City shall have no obligation or liability to any person or entity not a party to this Agreement.
- D. **Administrative Claims Requirements and Procedures.** No suit or arbitration shall be brought arising out of this Agreement, against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.
- E. **Administration of Contract.** Each party designates the individuals (Contract Administrators) indicated on Exhibit A, Paragraph 12, as that party's contract administrator who is authorized by the party to represent it in the routine administration of this Agreement.
- F. **Term.** The term of this Agreement shall be from the Effective Date through December 31, 2018.
- I. **Options to Extend.** The City shall have two (2) 1-year options to extend this Agreement for a total contract term of 5 years. The City may exercise these options by providing the Consultant with written notice of its desire to exercise an option no later than sixty (60) days prior to the expiration of the then current term. The extensions shall be on the same terms and conditions of this original agreement and will require the consent of the Consultant.
- G. **Statement of Costs.** In the event that Consultant prepares a report or document, or participates in the preparation of a report or document in performing the Defined Services, Consultant shall include, or cause the inclusion of, in the report or document, a statement of the numbers and cost in dollar amounts of all contracts and subcontracts relating to the preparation of the report or document.
- H. **Consultant is Real Estate Broker and/or Salesman.** If the box on Exhibit A, Paragraph 15 is marked, the Consultant and/or its principals is/are licensed with the State of California or some other state as a real estate broker or salesperson. Otherwise, Consultant represents that neither Consultant, nor its principals are licensed real estate brokers or salespersons.
- I. **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party

shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement as the places of business for each of the designated parties.

- J. Integration.** This Agreement, together with any other written document referred to or contemplated in it, embody the entire Agreement and understanding between the parties relating to the subject matter hereof. Neither this Agreement nor any provision of it may be amended, modified, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
- K. Capacity of Parties.** Each signatory and party to this Agreement warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all necessary resolutions or other actions have been taken so as to enable it to enter into this Agreement.
- L. Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance under it, shall be the City of Chula Vista.
- N. Prevailing Wages**

The Consultant and its subcontractors are required by bid specifications to pay prevailing wage ("Prevailing Wage Rates") to persons employed by them for work in a covered work classification under this Contract. In accordance with the provisions of Section 1773 of the Labor Code of the State of CA, the City has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the U.S. Federal Department of Labor Relations (Davis-Bacon) and those determined by the Director of Industrial Relations, State of California. The Consultant is obligated to pay the higher of the two wage determinations (hourly rate plus fringe benefits) for each applicable craft or classification. The Consultant who is awarded the contract and who intends to use a craft or classification not shown on the general prevailing wage rates determinations may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general wage rates determinations effective at the time of the call for bids.

The Federal prevailing wage rates determination is available directly from Department of Labor home page under [www.wdol.gov](http://www.wdol.gov). Click on "Browse All Determinations by State" then click on "California." Federal Prevailing Wage Rate Determinations are subject to any "Modifications" to those wage determinations issued by the U.S. Department of Labor ten (10) working days before the Proposal due date.

The State prevailing wage rates determination is available directly from the Director of Industrial Relations, State of California home page under [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/).



To verify compliance with State prevailing wage requirements, the State of California Department of Industrial Relations maintains an online registry of Consultants to which Consultants will be requirement to submit certified payrolls. In addition to Federal prevailing wage requirements, the following State requirements apply:

No contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 1725.5. [Labor Code section 1771.1(a)]

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to California Public Contract Code Section 4104(a)(1), the person making the bid shall set forth the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

**In addition to the foregoing, the City requires that the prime contractor identify ALL subcontractors performing ANY work on the Project, regardless of the percentage of the total bid to be performed by the subcontractor. The City has included a form titled "LIST OF CONTRACTORS" (Exhibit A, attachment C) on which the prime contractor shall identify all of the following:**

- A. Name, Address, Telephone Number, and email address of Contractor/Subcontractor.
- B. License Number(s) and class(es) of License(s) held by Contractor/Subcontractor.
- C. Department of Industrial Relations Registration Number.
- D. Description of Work to be performed by Contractor/Subcontractor.
- E. Proposal tasks to which the Contractor/Subcontractor will contribute.
- F. The Percentage of Each Task to be performed by Contractor/Subcontractor.
- G. The Percentage of the Total Project bid by to be performed by the Contractor/Subcontractor.
- H. Applicable Worker Classification Numbers used by Contractor/Subcontractor.

If the Contractor violates Public Contract Code § 4100 et seq., the City may exercise the remedies provided under Public Contract Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The bidder's attention is directed to the other provisions of said act related to penalties for failure to observe the provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet listing of subcontractors as required herein is included in these specifications. Each subcontractor must comply with the contract and must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business & Professional Code, § 7000 et seq.).

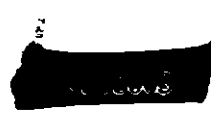
All subcontractors are required to have a valid City business license before a notice to proceed may be issued.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

The Contractor shall comply with Section 2-3.1 of the Standard Specifications and Regional Supplement Amendments and shall perform at least forty percent (40%) of the contract work with his or her own organization.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>. Upon request by the City, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

**(End of page. Next page is signature page.)**



**Signature Page**  
to  
**Agreement between**  
**City of Chula Vista**  
and  
**Ninyo & Moore**  
**To provide on-call Geotechnical, Storm Water Monitoring, Materials Testing**  
**& Special Inspection Consulting Services**

IN WITNESS WHEREOF, City and Contractor have executed this Agreement, indicating that they have read and understood same, and indicate their full and complete consent to its terms:

Dated: \_\_\_\_\_ **City of Chula Vista**

By: \_\_\_\_\_  
Mary Casillas Salas, Mayor

Attest:

\_\_\_\_\_  
Donna Norris, City Clerk

Approved as to form:

\_\_\_\_\_  
Glen R. Googins, City Attorney

Dated: \_\_\_\_\_ **Ninyo & Moore**

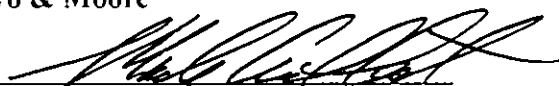
By:   
Mark Cuthbert  
Principal Engineer

Exhibit List to Agreement                    (X) Exhibit A

**EXHIBIT A**  
to  
**Agreement between**  
**City of Chula Vista**  
and  
**Ninyo & Moore**

**To provide on-call Geotechnical, Storm Water Monitoring, Materials Testing  
& Special Inspection Consulting Services**

1. Effective Date: The Agreement shall take effect upon full execution of the Agreement, as of the effective date stated on page 1 of the Agreement.

2. City-Related Entity:

City of Chula Vista, a municipal chartered corporation of the State of California

The Chula Vista Public Financing Authority, a  
\_\_\_\_\_

The Chula Vista Industrial Development Authority, a  
\_\_\_\_\_

Other: \_\_\_\_\_, a [insert business form]

(City)

3. Place of Business for City:

City of Chula Vista  
276 Fourth Avenue  
Chula Vista, CA 91910

4. Consultant:

Ninyo & Moore

5. Business Form of Consultant:

Sole Proprietorship

Partnership

Corporation

6. Place of Business, Telephone and Fax Number of Consultant:

5710 Ruffin Road  
 San Diego, Ca 92123  
 Phone No.: (858) 576-1000  
 Fax No.: (858) 576-9600

7. General Duties:

Consultant shall provide Geotechnical, Storm Water Monitoring, Materials Testing and Special Inspection Consulting Services for Various Capital Improvement Program ("CIP") Projects during said Projects' design and construction phases. These CIP projects may be funded with local, state, and federal monies.

The consultant shall provide:

- A. Materials testing laboratory facilities staffed with personnel qualified to perform sampling and testing of portland cement concrete, soils, treated soils, crushed aggregate base, and bituminous materials, as required.

Material testing shall be accomplished in accordance with the Standard Specifications for Public Works Construction (Green Book), the Regional Supplement Amendments, the City of Chula Vista Standard Special Provisions, the San Diego Area Regional Standard Drawings, the City of Chula Vista Design and Construction Standards, CALTRANS Manual of Test, current ASTM requirements and Chapter 17 of the current California Building Code.

The materials testing laboratory must have a documented Quality Assurance Program ("QAP") in conformance with City of Chula Vista Quality Assurance Program 2014. **The Consultant must provide a copy of the QAP on a yearly basis.**

- B. Geotechnical/soil engineering services for City-funded projects during earthwork construction operations, including geotechnical/soils engineering observations during site preparation for placement of fill and construction of sub-drainage systems. The Consultant may be required to make recommendations regarding the removal of unsuitable materials for fills and methods of compaction based upon previous soils/ geotechnical investigations and upon the Consultant's own observations. The number and scope of such projects will vary from year-to-year.

The City, in many cases, will provide the Consultant with geotechnical/soils reports that have been prepared by other firms.

- C. Personnel that are experienced in the testing of materials used in the construction of public works facilities and familiar with the San Diego Area Regional Standard Drawings, the Green Book, California Building Code and the City of Chula Vista codes, procedures, and

regulations are required to satisfy the requirements of the Consultant contract. The City shall have the right to make a determination as to the qualifications of individual personnel and shall have the right to require substitution of non-qualified individuals with qualified personnel at any time. Personnel assigned to the City of Chula Vista projects shall obtain approval from the City on an annual basis.

The Consultant's QAP must include procedures and policies in which personnel are certified to perform the materials testing and sampling requested by the City.

- D. Geotechnical, Storm Water Monitoring, Materials Testing and Special Inspection Consulting Services in response to the City's request at the time and locations as determined by the City Engineer. The City shall make request(s) for services with 24 hours' notice.
- E. As-needed Stormwater sampling, testing and analysis at project site location(s) per the NPDES Construction General Permit Order No. 2009-009-DWQ as amended by 2010-0014-DWQ, 2012-006-DWQ and any future amendments as adopted by the State Water Resources Control Board ("CGP") requirements.

At the request of the City, Consultant shall dispatch a qualified technician to the project site within two hours of the start of a rain event. Sampling and testing shall be conducted during daylight hours and under safe conditions only. This may include weekends and public holidays. The technician shall take samples of project site runoff in accordance with approved protocols and requirements of the CGP. Samples shall be taken to a certified laboratory and tested for constituents identified by the City as potential pollutants in the discharge, in accordance with standards and approved protocols, including chain of custody and quality assurance/quality control requirements.

City staff will identify sampling locations on a map for each project.

- F. A documented internal laboratory QAP for all required laboratory analyses and procedures. All reference standards and equipment calibrations shall be traceable to the National Institute of Standards and Technology.
- G. Detailed report of samples collected for the Project. Reports should contain specific information (i.e., laboratory address & name, date of receipt of sample, specific identifier (e.g. log #) for each sample, test times, results, and method of disposal).
- H. Certified copies of calibration and maintenance records on an annual basis or upon City's request for all instruments and devices to be utilized in field and laboratory analyses in accordance with the Consultant's QAP.
- I. Provide the City of Chula Vista with all original data, reports, records, etc. of field and laboratory analyses. Further, the Consultant shall maintain copies of all records related to

field and laboratory testing performed under the contract for a minimum of five years from the date of the sample, measurement, report, etc. This period may be extended during the course of any unresolved litigation or when requested by the City of Chula Vista.

- J. Billing forms and procedures used shall be acceptable to the City. Billing forms and procedures used shall be acceptable to the City and shall include all test results reports billed during that period.

## 8. Scope of Work and Schedule:

### A. Detailed Scope of Work:

#### I. Material Testing

The Consultant shall perform the required material testing, soils, sampling and inspection in accordance with test methods and standards established by the American Society for Testing and Materials (ASTM), the State of California Department of Transportation (Caltrans), Specifications for Public Works Construction (Green Book), the Regional Supplement Amendments, the City of Chula Vista Standard Special Provisions, the San Diego Area Regional Standard Drawings, the City of Chula Vista Design and Construction Standards, the Environmental Protection Agency (EPA) and Chapter 17 of the current California Building Code as specified by the City Engineer.

Subject to the provisions of Section 10 below, the work shall be paid for on personnel hourly rates as listed in Attachment "A"; Schedule of Fees-Hourly Rates and unit price per test basis, which shall include all costs such as testing, reports, reports review, storing of specimens and test cylinders, as listed in Attachment "B"; Materials Testing Services Fee Schedule for each City Project.

#### II. Geotechnical Engineering

Consultant shall provide Geotechnical Engineering services for City projects during earthwork construction operations that the City Engineer determines are necessary to meet finished grades shown on the plans and cross sections.

Consultant shall provide Geotechnical Engineering observation during site preparation for placement of fill and construction of sub-drainage systems. Consultant shall make recommendations regarding the removal of unsuitable materials for fills and methods of compaction based upon previous geotechnical investigations and Consultant's own observations.

For tests results that failed, Consultant shall provide analysis of the failure and a recommendation of possible solutions in a signed & stamped report to the City. On tests that

passed, Consultant shall state so in the signed and stamped report provided to the City. Said reports shall include the appropriate specifications next to the test results.

Consultant's services will be on an as-needed basis. Subject to the provisions in Section 10 below, payment shall be based on personnel hourly rates as listed in Attachment "A"; Schedule of Fees-Hourly Rates and unit price per test basis, which shall include all costs such as testing, reports, reports review, storing of specimens and test cylinders, as listed in Attachment "B"; Materials Testing Services Fee Schedule for each City Project.

### III. Storm Water testing

Consultant shall provide as-needed storm water sampling and testing at project locations identified by City staff at least 24 hours prior to the required sampling.

Consultant shall dispatch a qualified personnel technician to the project site within two hours of the start of a rain event. Sampling and testing shall be conducted during daylight hours and under safe conditions only. This may include weekends and public holidays. Samples of project site runoff shall be taken in accordance with approved protocols and requirements of the NPDES Construction General Permit. Samples shall be taken to a laboratory certified by the California Department of Health Services' Environmental Laboratory Accreditation Program (ELAP) and tested for constituents identified by the City as potential pollutants in the discharge, in accordance with standards and approved protocols, including chain of custody and quality assurance/quality control requirements.

Subject to the provisions in Section 10 below, payment shall be based on personnel hourly rates as listed in Attachment "A"; Schedule of Fees-Hourly Rates and unit price per test basis, which shall include all costs such as testing, reports, reports review, storing of specimens and test cylinders, as listed in Attachment "B"; Materials Testing Services Fee Schedule for each City Project.

### IV. Building Special Inspection

Consultant shall perform the required building special inspection services as directed by the City in accordance with test methods and standards established by the American Society for Testing and Materials (ASTM), the State of California Department of Transportation (Caltrans), Specifications for Public Works Construction (Green Book), the Regional Supplement Amendments, the City of Chula Vista Standard Special Provisions, the San Diego Area Regional Standard Drawings, the City of Chula Vista Design and Construction Standards, the Environmental Protection Agency (EPA) and Chapter 17 of the current California Building Code as specified by the City Engineer.

Subject to the provisions of Section 10 below, the work shall be paid for on personnel hourly rates as listed in Attachment "A"; Schedule of Fees-Hourly Rates and unit price per test basis, which shall include all costs such as testing, reports, reports review, storing of



specimens and test cylinders, as listed in Attachment "B"; Materials Testing Services Fee Schedule for each City Project.

V. Accounting and Billing

Consultant shall provide separate bill for each City Project identified. Every bill will list all work performed on project. Bill shall show total amount billed to date for project, payment received and amount due. All work elements shall be itemized, i.e. tests performed, personnel charges/hours, equipment costs, etc. All re-test shall be identified and explained on the bill. City shall be billed within four (4) weeks of work performed.

Consultant shall only be paid for work done at the request of the City. If additional work is requested by others, Consultant shall obtain written authorization from the City. In addition, the Consultant shall include on respective bill the following documentation for said additional work: 1) who requested the work, 2) who approved the work, 3) date of work, 4) who performed the work, 5) time in and out and 6) total of exact hours worked.

The Consultant shall forfeit and will not receive payment for work performed and billed to City more than sixty (60) calendar days after performance of work.

VI. Personnel

Patrick Moneda, P.E. shall serve as Project Manager and single point of contact for the City. The City shall reserve the right of refusing personnel assigned to a project by the Consultant.

VII. Reports

Consultant shall provide City with written reports on test results within 3 working days after completion of test results. Tests are to be e-mailed to City staff who have requested the services or faxed to FAX number provided by such staff as final test results are available.

VIII. Conflict of Interest

Consultant shall not retain clients who are doing work under permits or contractual agreement with the City of Chula Vista unless otherwise approved in writing by the City Engineer.

IX. Work not listed in schedule

If an occasion arise whereby the City requests work to be done which is not listed in this schedule, the price of providing this work shall be negotiated in good faith between the City and Consultant. The negotiated price(s) shall not exceed the Schedule of charges labeled as Attachment "A"; Schedule of Fees-Hourly Rates and Attachment

“B”; Materials Testing Services Fee Schedule attached to this agreement between the City and Consultant.

B. Date for Commencement of Consultant Services:

(X) Same as Effective Date of Agreement

( ) Other: \_\_\_\_\_

C. Dates or Time Limits for Delivery of Deliverables:

Deliverable No. 1:

Deliverable No. 2:

Deliverable No. 3:

D. Date for completion of all Consultant services

This agreement will be valid through **December 31, 2018**, or through **December 31, 2020**, provided the option to extend is exercised. It is anticipated that the type of services required will remain constant, but the frequency and/or amount will vary from year to year.

City has the option to extend this agreement for up to two additional years. Said extension shall be mutual agreement between the City and Consultant without going through the City’s Consultant selection process as outlined in the City’s Municipal Code. The City Contract administrator shall give notice of election to extend this agreement by sending notice letter to Consultant not later than two months prior to expiration of the term.

9. Materials Required to be Supplied by City to Consultant:

None

10. Compensation:

A. ( ) Single Fixed Fee Arrangement.

For performance of all of the Defined Services by Consultant as herein required, City shall pay a single fixed fee in the amounts and at the times or milestones or for the Deliverables set forth below:

Single Fixed Fee Amount: \_\_\_\_\_, payable as follows:

<u>Milestone or Event or Deliverable</u>	<u>Amount or Percent of Fixed Fee</u>
--	---------------------------------------

( ) 1. Interim Monthly Advances. The City shall make interim monthly advances against the compensation due for each phase on a percentage of completion basis for each given phase such that, at the end of each phase only the compensation for that phase has been paid. Any payments made hereunder shall be considered as interest free loans that must be returned to the City if the Phase is not satisfactorily completed. If the Phase is satisfactorily completed, the City shall receive credit against the compensation due for that phase. The retention amount or percentage set forth in Paragraph 19 is to be applied to each interim payment such that, at the end of the phase, the full retention has been held back from the compensation due for that phase. Percentage of completion of a phase shall be assessed in the sole and unfettered discretion by the Contracts Administrator designated herein by the City, or such other person as the City Manager shall designate, but only upon such proof demanded by the City that has been provided, but in no event shall such interim advance payment be made unless the Consultant shall have represented in writing that said percentage of completion of the phase has been performed by the Consultant. The practice of making interim monthly advances shall not convert this agreement to a time and materials basis of payment.

B. ( ) Phased Fixed Fee Arrangement.

For the performance of each phase or portion of the Defined Services by Consultant as are separately identified below, City shall pay the fixed fee associated with each phase of Services, in the amounts and at the times or milestones or Deliverables set forth. Consultant shall not commence Services under any Phase, and shall not be entitled to the compensation for a Phase, unless City shall have issued a notice to proceed to Consultant as to said Phase.

<u>Phase</u>	<u>Fee for Said Phase</u>
1.	\$ _____
2.	\$ _____
3.	\$ _____

( ) 1. Interim Monthly Advances. The City shall make interim monthly advances against the compensation due for each phase on a percentage of completion basis for each given phase such that, at the end of each phase only the compensation for that phase has been paid. Any payments made hereunder shall be considered as interest free loans that must be returned to the City if the Phase is not satisfactorily completed. If the Phase is satisfactorily completed, the City shall receive credit against the compensation due for that phase. The retention amount or percentage set forth in Paragraph 18 is to be applied to each interim payment such that, at the end of the phase, the full retention has been held back from the compensation due for that phase. Percentage of completion of a phase shall be assessed in the sole and unfettered discretion by the Contracts Administrator designated herein by the City, or such other person as the City Manager shall designate, but only upon such proof

demanded by the City that has been provided, but in no event shall such interim advance payment be made unless the Consultant shall have represented in writing that said percentage of completion of the phase has been performed by the Consultant. The practice of making interim monthly advances shall not convert this agreement to a time and materials basis of payment.

C. (X) Hourly Rate Arrangement

For performance of the Defined Services by Consultant as herein required, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of said Services, at the rates or amounts set forth in Attachment "A" Schedule of Fees-Hourly Rates and Attachment "B"; Materials Testing Services Fee Schedule attached herein and according to the following terms and conditions:

(1) ( ) Not-to-Exceed Limitation on Time and Materials Arrangement

Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum Compensation amount, Consultant agrees that Consultant will perform all of the Defined Services herein required of Consultant for \$ \_\_\_\_\_, including all Materials, and other "reimbursables" (Maximum Compensation).

(2) (X) Limitation without Further Authorization on Time and Materials Arrangement

At such time as Consultant shall have incurred time and materials equal to \$750,000 (Authorization Limit), Consultant shall not be entitled to any additional compensation without further authorization issued in writing and approved by the City. Nothing herein shall preclude Consultant from providing additional Services at Consultant's own cost and expense. See Attachment "A" for Personnel Fees-Hourly Rates and Attachment "B"; for Materials Testing Services Fee Schedule

( ) Hourly rates may increase by 6% for services rendered after [month], 20 \_\_, if delay in providing services is caused by City.

11. Materials Reimbursement Arrangement

For the cost of out of pocket expenses incurred by Consultant in the performance of services herein required, City shall pay Consultant at the rates or amounts set forth below:

( ) None, the compensation includes all costs.

	Cost or Rate
( ) Reports, not to exceed \$ _____:	\$ _____
( ) Copies, not to exceed \$ _____:	\$ _____
(X) Travel, not to exceed \$ _____:	\$ <u>at cost</u>
( ) Printing, not to exceed \$ _____:	\$ _____

- ( ) Postage, not to exceed \$ \_\_\_\_\_: \$ \_\_\_\_\_
- ( ) Delivery, not to exceed \$ \_\_\_\_\_: \$ \_\_\_\_\_
- ( ) Outside Services: \$ \_\_\_\_\_
- (X) Other Actual Identifiable Direct Costs: \$ \_\_\_\_\_
  - Lodging    , not to exceed \$ \_\_\_\_\_: \$     at cost
  - Meals    , not to exceed \$ \_\_\_\_\_: \$     at cost

12. Contract Administrators:

Patrick Moneda, Senior Civil Engineer  
 City of Chula Vista  
 Department of Public Works, Engineering Division  
 276 Fourth Avenue, Bldg. B  
 Chula Vista, California 91910  
 Phone No.: (619) 407-3512  
 Fax No.: (619) 691-5171  
 Email: PMoneda@chulavistaca.gov

Consultant:  
 Ninyo & Moore  
 Mark Cuthbert  
 5710 Ruffin Road  
 San Diego, Ca 92123  
 Phone No.: (858) 576-1000  
 Fax No.: (858) 576-9600  
 Email: MCuthbert@ninyoandmoore.com

13. Liquidated Damages Rate:

- ( ) \$ \_\_\_\_\_ per day.
- ( ) Other: \_\_\_\_\_

14. Statement of Economic Interests, Consultant Reporting Categories, per Conflict of Interest Code (Chula Vista Municipal Code chapter 2.02):

(X) Not Applicable. Not an FPPC Filer.

( ) FPPC Filer

( ) Category No. 1. Investments, sources of income and business interests.

( ) Category No. 2. Interests in real property.

- ( ) Category No. 3. Investments, business positions, interests in real property, and sources of income subject to the regulatory, permit or licensing authority of the department administering this Agreement.
- ( ) Category No. 4. Investments and business positions in business entities and sources of income that engage in land development, construction or the acquisition or sale of real property.
- ( ) Category No. 5. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the City of Chula Vista or the City's Redevelopment Agency to provide services, supplies, materials, machinery or equipment.
- ( ) Category No. 6. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the department administering this Agreement to provide services, supplies, materials, machinery or equipment.
- ( ) List Consultant Associates interests in real property within 2 radial miles of Project Property, if any:

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15. ( ) Consultant is Real Estate Broker and/or Salesman

16. Permitted Subconsultants:

None

17. Bill Processing:

A. Consultant's Billing to be submitted for the following period of time:

- (X) Monthly
- ( ) Quarterly
- ( ) Other: \_\_\_\_\_

B. Day of the Period for submission of Consultant's Billing:

- First of the Month
- 15th Day of each Month .
- End of the Month
- Other: \_\_\_\_\_

C. City's Account Number: <To be assigned>

18. Security for Performance

- Performance Bond, \$ \_\_\_\_\_
- Letter of Credit, \$ \_\_\_\_\_
- Other Security:
  - Type: \_\_\_\_\_
  - Amount: \$ \_\_\_\_\_

Retention. If this space is checked, then notwithstanding other provisions to the contrary requiring the payment of compensation to the Consultant sooner, the City shall be entitled to retain, at their option, either the following "Retention Percentage" or "Retention Amount" until the City determines that the Retention Release Event, listed below, has occurred:

- Retention Percentage: \$ \_\_\_\_\_ 10% \_\_\_\_\_
- Retention Amount: \$ \_\_\_\_\_

Retention Release Event:

- Completion of All Consultant Services
- Other: Completion of all Consultant Services for each City Project
- Other: The Retention Amount may be released on a monthly basis provided that

Consultant has performed said monthly services to the sole satisfaction of the Assistant City Manager/Director of Development Services or his designee.

Attachment List to Exhibit A

- Attachment "A" Fee Estimate Summary
- Attachment "B" Hourly Rate Schedule
- Attachment "C" List of Contractors

## **Attachment A Fee Estimate Summary**





# A. Firm Information

## 1. Firm Laboratory Testing (Attachment "B")

### ATTACHMENT "B" MATERIALS TESTING SERVICES FEE SCHEDULE PREVAILING WAGE

PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Firm's Laboratory	Tests Performed by outside Laboratory
<b>CONCRETE MATERIAL TESTING</b>				
Compression Test, 6x12 cylinder	ASTM C39	\$25.00	X	
Compression Test, Core *(excluding sample preparation)	ASTM C42	\$60.00	X	
Compression Test, Shotcrete panel core (3 cores per panel). Per panel	ASTM C42	\$275.00	X	
Concrete Mix Design or Mix Review (excluding aggregate tests)		\$155.00	X	
Saw cutting of Sample		\$91.00/hour	X	
<b>MASONRY MATERIAL TESTING</b>				
Compression Test, Block (8x8x16 or smaller), per 3 unit set	ASTM C67	\$195.00	X	
Compression Test, Mortar, 2x4 cylinder (UBC)	ASTM C140	\$35.00	X	
Compression Test, Grout (UBC)	UBC 21-16	\$35.00	X	
Compression Test, Core		\$60.00	X	
Compression Test, Shear		\$60.00	X	
Masonry Prism, Full Size (8x16x16), each	ASTM C1314	\$175.00	X	
Masonry Prism, Half Size (8x16x8), each	ASTM C1314	\$120.00	X	
Conformance Package (including all testing and report, 6 units)	ASTM C90	\$485.00	X	
<b>AGGREGATE MATERIAL TESTING</b>				
Sieve Analysis, Coarse Aggregate	ASTM C136	\$115.00	X	
Sieve Analysis, Fine Aggregate	ASTM C136	\$115.00	X	
Specific Gravity, Coarse Aggregate,	ASTM C127	\$85.00	X	
Specific Gravity, Fine Aggregate,	ASTM C128	\$95.00	X	
pH & Resistivity, each		\$155.00	X	
<b>ASPHALT CONCRETE MATERIAL TESTING</b>				
Stability Test - Marshall, ave of 3, unit weight & flow	ASTM D1559	\$240.00	X	



PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Firm's Laboratory	Tests Performed by outside Laboratory
Asphalt Concrete Mix Design or Mix Review		\$165.00	X	
Unit Weight Requiring Compaction, (Marshall)	ASTM D1559, T245	\$240.00	X	
<b>FULL DEPTH RECLAMATION SUBGRADES TESTING</b>				
Wetting & Drying compacted soil cement mixtures (559)	ASTM D559-03	\$275.00	X	
Freezing and Thawing compacted soil cement mixtures (560)	ASTM D560-03	\$275.00	X	
Moisture Density test for Soil Cement	ASTM D558	\$45.00	X	
Standard Test Method for Resistance R-Value and Expansion Pressure of Compacted Soils	ASTM D2844- 94	\$275.00	X	
Standard Test Method for Unconfined Compressive Strength of Compacted Soil	ASTM D5102- 96	\$110.00	X	
Observing Micro-Cracking operations and performing stiffness testing of the CTS materials using a Geogauge.		\$91.00/hour	X	
<b>GEOTECHNICAL MATERIAL TESTING</b>				
Shear Tests (single point)	ASTM D3080	\$90.00	X	
Consolidation Tests	ASTM D2435, CT219	\$300.00	X	
Moisture-Density	ASTM D2216	\$35.00	X	
C.B.R. Tests (Includes Compaction Test)	ASTM D1883	\$485.00	X	
Lime Treated CBR	ASTM D1883	\$485.00	X	
R-Value (Lime Treated)	ASTM D2844, CA TEST 301	\$275.00	X	
Mechanical Analyses - Sieve Test	ASTM C136	\$120.00	X	
Mechanical Analyses - Hydrometer Test	ASTM D421/ ASTM D422	\$210.00		
Sand Equivalent	ASTM D2419	\$90.00	X	
Plasticity Index	ASTM D4318	\$160.00	X	
Expansion Index	ASTM D4829	\$180.00	X	
Specific Gravity	ASTM D854	\$100.00	X	
Unconfined Compression		\$110.00	X	
Triaxial Tests - Std. Test, undrained, unconsolidated		\$155.00	X	
Triaxial Tests - Effective Stress Test		\$365.00	X	
Remolded Samples (Preparation)		\$91.00/hour	X	



PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Firm's Laboratory	Tests Performed by outside Laboratory
Corrosivity Tests (Sulfate, Chloride, pH, min. resistivity)		\$305.00	X	
<b>LABORATORY METAL SERVICES - MECHANICAL TESTING</b>				
Mechanical Coupler Testing (Tensile, Yield, Slippage & Sample Preparation), each		\$105.00	X	
Tensile Testing up to No. 11 Bar (ultimate strength only), each		\$55.00	X	
Tensile Testing No. 14 Bar (ultimate strength only), each		\$100.00		X
Tensile Testing No. 18 Bar (ultimate strength only), each		\$100.00		X
Tensile Testing (ultimate strength only), Flat Bar Reduced Section, each		\$80.00	X	
Tensile Testing (ultimate strength only), Round Bar Reduced Section 0.505" Diameter, each		\$80.00	X	
Tensile Testing (ultimate strength only), Round Bar Reduced Section, sub-size, each		\$80.00	X	
Tensile Testing (ultimate strength only), Yield Strength Testing (by extensometer), each		\$100.00		X
Tensile, Full Section Tube, each		\$100.00		X
Bend Test, each		\$55.00	X	
Fillet Weld Break Test, each		\$100.00		X
Charpy Impact: Ambient Temperature, per set of 3		\$110.00		X
Charpy Impact: Ambient - 40°F, per set of 3		\$110.00		X
Charpy Impact: - 41°F to -100°F		\$110.00		X
Charpy Individual Specimens for Transition Curve		\$110.00		X
Additional Charge for Reporting Percent Shear, per set		Included		X
Additional Charge for Reporting Mills Lateral Expansion, per set		Included		X
Rockwell Hardness, per set of 3		\$55.00	X	
Sample Preparation (as required)		\$91.00/hour	X	
Bearing Pad Tests		\$100.00		X
Special Tests		\$91.00/hour	X	



PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Firm's Laboratory	Tests Performed by outside Laboratory
<b>LABORATORY METAL SERVICES - MACHINING</b>				
Charpy Impact Specimens, Carbon Steel, per set of 3		\$110.00		X
Charpy Impact Specimens, Carbon Steel, Sub-Size, per set of 3		\$110.00		X
Charpy Impact Specimens, Other Materials, per set of 3		\$110.00		X
Charpy Impact Specimens, Other Materials, Sub-Size, per set of 3		\$110.00		X
Carbon Steel, Flat Bar Reduced Section, each		\$100.00		X
Carbon Steel, Round Bar 0.505" Diameter, each		\$100.00		X
Carbon Steel, Round Bar Sub-Size, each		\$100.00		X
Other Materials, Flat Bar Reduced Section, each		\$100.00		X
Other Materials, Round Bar 0.505" Diameter, each		\$100.00		X
Other Materials, Round Bar Sub-Size, each		\$100.00		X
Macro Specimens, Carbon Steel, each		\$100.00		X
Macro Specimens, Other Materials, each		\$100.00		X
General Machining Charge, per hour		Included		X
<b>LABORATORY METAL SERVICES - HIGH STRENGTH BOLT TESTING</b>				
Hardness (Bolt, Washer, Nut), each	A-370	\$55.00	X	
Bolt Assembly Standard Wedge, each		\$55.00	X	
Bolt Proof testing, each		\$55.00	X	
<b>ASTM TESTING METHODS</b>				
Fine Sieve Analysis with 200 Wash	ASTM C117	\$100.00	X	
Sieve Analysis of Fine and Coarse Aggregate	ASTM C136	\$120.00	X	
Compressive Strength - Concrete Cylinder (Set of Three)	ASTM C39	\$75.00	X	
Compaction Characteristics of Soil Using the Modified Proctor Method	ASTM D1557	\$200.00	X	
Maximum specific Gravity and	ASTM D2041	\$135.00	X	
Density of Bituminous Paving Mixtures		\$135.00	X	
Extraction of Bitumen from Bituminous Paving Mixtures	ASTM D2172	\$240.00	X	



PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Firm's Laboratory	Tests Performed by outside Laboratory
Sand Equivalent Value of Soils and Fine Aggregates	ASTM D2419	\$90.00	X	
Specific Gravity and Density of Compacted Bituminous Paving Mixtures	ASTM D2726	\$100.00	X	
Consistency Test and Wet Track Abrasion Test	ASTM D3910	\$120.00	X	
Abrasion and Impact in the L.A. Machine	ASTM C131	\$200.00	X	
Potential Reactivity of Aggregate	ASTM C289	\$430.00	X	
Organic Impurities in Fine Concrete Aggregates	ASTM C40	\$60.00	X	
Testing Drilled Concrete Cores (Compression Test Only, Set of 3)	ASTM C42	\$180.00	X	
Flexural Strength of Concrete	ASTM C78	\$55.00	X	
Soundness of Aggregates by Use of Sulfates	ASTM C88	\$175.00	X	
Particle-Size Analysis of Soils	ASTM D422	\$120.00	X	
Caltrans Testing Methods				
Sieve Analysis of Fine and Coarse Aggregates	CA TEST 202	\$120.00	X	
Relative Compaction of Untreated and Treated Soils and Aggregates	CA TEST 216	\$200.00	X	
Sand Equivalent	CA TEST 217	\$90.00	X	
Moisture Content in Soils by Oven Drying	CA TEST 226	\$35.00	X	
*R* Value of Soils by Stabilometer	CA TEST 301	\$275.00	X	
Preparation of Bituminous Mixtures for Testing (Built into Hourly Rate)	CA TEST 304	\$91.00/hour	X	
Moisture Vapor Susceptibility of Bituminous Mixtures	CA TEST 307	\$300.00	X	
Specific Gravity and Weight of Compressed Bituminous Mixtures	CA TEST 308	\$100.00	X	
Design and Testing of Class *A* Cement Treated Base (Complete CTB Design, including laboratory conformance testing of aggregates)	CA TEST 312	\$1,000.00	X	
Stabilometer Value of Bituminous Mixtures	CA TEST 366	\$215.00	X	
Recommending Optimum Bitument Content (OBC)	CA TEST 367	\$1,000.00	X	
In-Place Density and Relative Compaction of Asphalt Concrete Pavement (Built into Hourly Rate)	CA TEST 375	Included	X	



PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Firm's Laboratory	Tests Performed by outside Laboratory
Asphalt Content of Bituminous Mixtures	CA TEST 379	\$240.00	X	
Compressive Strength of Molded Concrete Cylinders	CA TEST 521	\$25.00	X	
Mixing, Storing, and Handling Concrete Compressive Strength Specimens in the Field (Built into Hourly Rate)	CA TEST 540	Included	X	
Percentage of Crushed Particles	CA TEST 205	\$155.00	X	
Abrasion of Coarse (500 Revolutions) Aggregate - L.A. Rattler (1,000 Revolutions)	CA TEST 211	\$200.00	X	
Organic Impurities in Concrete Sand	CA TEST 213	\$60.00	X	
Soundness of Aggregates by Use of Sodium Sulfate	CA TEST 214	\$175.00	X	
Evaluating Cleanness of Coarse Aggregates	CA TEST 227	\$135.00	X	
Test for Durability Index	CA TEST 229	\$145.00	X	
Determination of Moisture in Soils, Minerals Aggregates, and Bituminous Mixtures by Xylene Reflux Distillation	CA TEST 311	\$750.00	X	
<b>STORM WATER</b>				
Total Dissolved Solids (TDS)	SM 2540 C	\$15.00		X
Specific Conductivity	120.1	\$18.00		X
Oil and Grease	1664 HEM	\$40.00		X
PH	SM 4500H	\$15.00		X



## 2. Subconsultant Laboratory Testing (Attachment "B")

Ninyo & Moore has the in-house capability to perform the majority of the common tests listed in Attachment 'B' of the Request for Proposal (RFP). For those tests that we cannot perform in-house, Ninyo & Moore will utilize the services of Decisive Testing and Advanced Technology Laboratories (ATL). Established in 1968, Decisive Testing has gained the experience of being able to provide a variety of services for all types of projects including metallurgical testing labs. Advanced Technology Laboratories offers a modern, fully equipped and automated laboratory environment that analyzes a variety of samples including ground water, soil, drinking water, and solid and hazardous wastes. ATL uses approved EPA, DOHS, Standard Methods and other accepted test procedures and analytical protocols.

### ATTACHMENT "B" MATERIALS TESTING SERVICES FEE SCHEDULE PREVAILING WAGE (SUBCONSULTANT TESTING)

PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Firm's Laboratory	Tests Performed by outside Laboratory
<b>LABORATORY METAL SERVICES - MECHANICAL TESTING</b>				
Tensile Testing No. 14 Bar (ultimate strength only), each		\$100.00		Decisive Testing
Tensile Testing No. 18 Bar (ultimate strength only), each		\$100.00		Decisive Testing
Tensile Testing (ultimate strength only), Yield Strength Testing (by extensometer), each		\$100.00		Decisive Testing
Tensile, Full Section Tube, each		\$100.00		Decisive Testing
Fillet Weld Break Test, each		\$100.00		Decisive Testing
Charpy Impact: mbient Temperature, per set of 3		\$110.00		Decisive Testing
Charpy Impact: Ambient - 40°F, per set of 3		\$110.00		Decisive Testing
Charpy Impact: - 41°F to -100°F		\$110.00		Decisive Testing
Charpy Individual Specimens for Transition Curve		\$110.00		Decisive Testing
Additional Charge for Reporting Percent Shear, per set		Included		Decisive Testing
Additional Charge for Reporting Mills Lateral Expansion, per set		Included		Decisive Testing
Bearing Pad Tests		\$100.00		Decisive Testing
<b>LABORATORY METAL SERVICES - MACHINING</b>				
Charpy Impact Specimens, Carbon Steel, per set of 3		\$110.00		Decisive Testing
Charpy Impact Specimens, Carbon Steel, Sub-Size, per set of 3		\$110.00		Decisive Testing
Charpy Impact Specimens, Other Materials, per set of 3		\$110.00		Decisive Testing



PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Firm's Laboratory	Tests Performed by outside Laboratory
Charpy Impact Specimens, Other Materials, Sub-Size, per set of 3		\$110.00		Decisive Testing
Carbon Steel, Flat Bar Reduced Section, each		\$100.00		Decisive Testing
Carbon Steel, Round Bar 0.505" Diameter, each		\$100.00		Decisive Testing
Carbon Steel, Round Bar Sub-Size, each		\$100.00		Decisive Testing
Other Materials, Flat Bar Reduced Section, each		\$100.00		Decisive Testing
Other Materials, Round Bar 0.505" Diameter, each		\$100.00		Decisive Testing
Other Materials, Round Bar Sub-Size, each		\$100.00		Decisive Testing
Macro Specimens, Carbon Steel, each		\$100.00		Decisive Testing
Macro Specimens, Other Materials, each		\$100.00		Decisive Testing
General Machining Charge, per hour		Included		Decisive Testing
<b>STORM WATER</b>				
Total Dissolved Solids (TDS)	SM 2540 C	\$15.00		Advanced Technology Laboratories
Specific Conductivity	120.1	\$18.00		Advanced Technology Laboratories
Oil and Grease	1664 HEM	\$40.00		Advanced Technology Laboratories
PH	SM 4500H +B/9045	\$15.00		Advanced Technology Laboratories



## **Attachment B Typical Hourly Rate Schedule**



12. Current Schedule of Fees (Attachment "A")

**ATTACHMENT "A"**  
**PERSONNEL HOURLY RATES FEE SCHEDULE**  
**(PREVAILING WAGE RATES)**

<b>Engineers, Geologists and Scientists Personnel</b>	<b>Hourly Rate</b>
Principal Engineer/Geologist/Environmental Scientist	\$154.00
Senior Engineer/Geologist/Environmental Scientist	\$148.00
Project Engineer/Geologist/Environmental Scientist	\$142.00
Senior Staff Engineer/Geologist/Environmental Scientist	\$128.00
Staff Engineer/Geologist/Environmental Scientist	\$120.00
Senior Project Engineer/Geologist/Environmental Scientist	\$145.00
<b>Technical and Support Personnel</b>	<b>Hourly Rate</b>
Special Registered Inspector	\$91.00
Certified Welding Inspector/UT Inspector	\$91.00/\$103.00
Soils Technician	\$91.00
Materials Technician	\$91.00
Storm Water Sampling and Testing Technician	\$91.00
Coring Technician - Concrete, Asphalt (Inc. Core Equipment and Truck)	\$180.00
Word Processor	\$58.00
Draftsperson/CADD	\$78.00
Information Specialist	\$66.00
IS/GIS Specialist	\$120.00
Field Operations Manager	\$95.00
Supervisory Technician	\$97.00
Nondestructive Examination Technician, UT, MT, LP	\$103.00
Pull Test Technician and Equipment	\$97.00
Senior Field/Laboratory Technician	\$91.00
Field/Laboratory Technician	\$91.00
ACI Concrete Technician	\$91.00
Concrete/Asphalt Batch Plant Inspector	\$91.00
Special Inspector, Reinforced Concrete	\$91.00
Special Inspector, Pre-stressed Concrete	\$91.00
Special Inspector, Reinforced Masonry	\$91.00
Special Inspector, Structural Steel	\$91.00
Special Inspector, Welding, AWS	\$91.00
Special Inspector, Fireproofing	\$91.00
Technical Illustrator/CAD Operator	\$78.00
Geotechnical/Environmental/Laboratory Assistant	\$66.00
<b>Other Charges/Miscellaneous</b>	<b>Hourly Rate</b>
Overtime & Saturday Rate	\$136.50
Travel	\$75.00
Equipment & Materials	Included

## **Attachment C List of Contractors**

# LIST OF CONTRACTORS SHEET 1 OF 7

The Bidder shall list the name and location of the place of business of ALL Contractors who will perform work or labor or render services in or about the construction of work or improvement or fabricate and install a portion of the work according to detailed drawings contained in the plans and specifications. The Bidder shall also reference the Worker Classification No.'s for ALL Contractors, which can be found on Sheets 4 through 6 of the List of Contractors.

Name, Address and Telephone Number of Subcontractor	License No. & Class		Description of Work to be Performed by Subcontractor	Bid Schedule Line Item No(s)	% of Item No(s) Performed	% of Total Bid Amount
	DIR	Reg No.				
<b>PRIME CONTRACTOR</b>						
Name: _____			_____	_____	_____	_____
Address: _____			_____	_____	_____	_____
City: _____ State: _____			_____	_____	_____	_____
Zip: _____ Phone: ( ) _____ - _____			_____	_____	_____	_____
Worker Classification No(s): _____						
Contact Person: _____ Phone: ( ) _____ - _____ Email: _____						
<b>SUBCONTRACTOR #1</b>						
Name: _____			_____	_____	_____	_____
Address: _____			_____	_____	_____	_____
City: _____ State: _____			_____	_____	_____	_____
Zip: _____ Phone: ( ) _____ - _____			_____	_____	_____	_____
Worker Classification No(s): _____						
Contact Person: _____ Phone: ( ) _____ - _____ Email: _____						

**LIST OF CONTRACTORS  
SHEET 2 OF 7**

Name, Address and Telephone Number of Subcontractor	License No. & Class		Description of Work to be Performed by Subcontractor	Bid Schedule Line Item No(s)	% of Item No(s) Performed	% of Total Bid Amount
	DIR	Reg No.				
<b>SUBCONTRACTOR #2</b> Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: ( ) _____ - _____			_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Worker Classification No(s): _____						
Contact Person: _____ Phone: ( ) _____ - _____ Email: _____						
<b>SUBCONTRACTOR #3</b> Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: ( ) _____ - _____			_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Worker Classification No(s): _____						
Contact Person: _____ Phone: ( ) _____ - _____ Email: _____						

**LIST OF CONTRACTORS  
SHEET 3 OF 7**

Name, Address and Telephone Number of Subcontractor	License No. & Class		Description of Work to be Performed by Subcontractor	Bid Schedule Line Item No(s)	% of Item No(s) Performed	% of Total Bid Amount
	DIR Reg No.					
<b>SUBCONTRACTOR #4</b> Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: ( ) _____ - _____			_____	_____	_____	_____
Worker Classification No(s): _____						
Contact Person: _____ Phone: ( ) _____ - _____ Email: _____						
<b>SUBCONTRACTOR #5</b> Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: ( ) _____ - _____			_____	_____	_____	_____
Worker Classification No(s): _____						
Contact Person: _____ Phone: ( ) _____ - _____ Email: _____						

I have used all reasonable diligence in preparing this form. To the best of my knowledge the information contained herein is true and complete.

**PROPER NAME OF BIDDER:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**LIST OF CONTRACTORS**  
**SHEET 4 OF 7**

The following list includes commonly used worker classifications for Engineering Construction contracts. At the end of the list, the Bidder shall include any additional worker classifications as needed.

CLASSIFICATION NO:	CLASSIFICATION (JOURNEYPELSON)
<u>CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE) – STATEWIDE</u>	
1	Driver: Mixer Truck
<u>CRAFT: OPERATING ENGINEER – SAN DIEGO</u>	
2	Group 1 – Pump Operator, Signalman, Switchman
3	Group 3- Asphalt-Rubber Blend Operator
4	Group 4 – Backhoe Operator; Boring Machine Operator; Boring System Electronic Tracking Locator; Boxman or Mixerman (Asphalt or Concrete); Chip Spreading Machine Operator; Concrete Pump Operator (Small Portable); Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, Or Similar Types – Hughes 100 Or 200, Or Similar Types – Drilling, Depth Of 30’ Maximum); Excavator Track/Rubber Tired (Operating weight under 21,000 lbs); Guard Rail Post Driver Operator Highline Cableway Signalman; Horizontal Directional Drilling Machine; Hydra-Hammer-Aero Stomper; Hydraulic Casing Oscillator Operator – drilling depth of 30’ maximum; Micro Tunneling Operator (Above Ground Tunnel); Power Concrete Curing Machine Operator; Power Concrete Saw Operator; Power – Driver Jumbo Form Setter Operator; Power Sweeper Operator; Rock Wheel Saw/Trencher; Roller Operator (Compacting); Screed Operator (Asphalt Or Concrete); Trenching Machine Operator (Up To 6 Ft.); Vacuum or Muck Truck
5	Group 6 – Roller Operator (Asphalt or Finish)
6	Group 8 – Asphalt or Concrete Spreading Operator (Tamping or Finishing); Backhoe Operator (Up To and Including ¾ Yd.) Small Ford, Case or Similar; Cast In Place Pipe Laying Machine Operator; Cold Foamed Asphalt Recycler; Combination Mixer And Compressor Operator (Gunitite Work); Compactor Operator – Self Propelled; Concrete Mixer Operator (Paving); Drilling Machine Operator, Bucket or Auger Types; Global Position System/GPS (or technician)
<u>CRAFT: LANDSCAPE OPERATING ENGINEER – SOUTHERN CALIFORNIA</u>	
7	Landscape Operating Engineer
<u>CRAFT: LANDSCAPE/IRRIGATION LABORER/TENDER – SAN DIEGO</u>	
8	Landscape Irrigation Laborer
9	Landscape Hydro Seeder
10	Landscape Maintenance Tree Trimmer

**LIST OF CONTRACTORS  
SHEET 5 OF 7**

CLASSIFICATION NO:	CLASSIFICATION (JOURNEYPELSON)
<b>CRAFT: LABORER (CONSTRUCTION-FENCE ERECTOR-HOUSEMOVER) – SAN DIEGO</b>	
11	Group 1 – Asphalt-Rubber Material Loader; Boring Machine Helper; Certified Confined Space Laborer; Concrete Screeder (for rough strike-off); Concrete – Water Curing; Demolition Laborer; Fiberoptic Installation (Blowing, Splicing and Testing Technician on Public Right of Ways only); Flagman; Laborer, General or Construction; Material Hoseman (Slabs, walls and decks); Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching; Post Hole Digger (Manual); Traffic Control by any method
12	Group 2 – Asphalt Headboard Man; Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixers and handling bulk cement); Cesspool Digger and Installer; Chucktender; Chute Man (handling chute for concrete pouring from mixer truck for walls, slabs, decks, floors, foundations, curbs, etc.); Concrete Curer; Fine Grader (for streets, highways, airport runaways and similar work); Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt; Laborer, Packing Rod Steel and Pans; Pittsburg Chipper (and similar type Brush Shredders); Riprap Stone Paver; Roto Scraper & Tiller; Sandblast pot Tender; Underground Laborers (Including Caisson Bellow)
13	Group 3 – Asphalt Installation of all fabrics; Buggymobile Man; Compactor (all types including Tamper, Barko and Wacker); Concrete Pile cutter; Driller/Jackhammer (with drill steel 2 ½ feet or longer); Impact Wrench Man (multi-plate); Kettleman-Potman Hot Mop, (includes applying Asphalt, lay-kold, creosote, lime caustic and similar types of materials); Laser Beam (In connection with Laborer work); Pipelayer Backup man (coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and other services); Power Machine Operators (Pneumatic, Gas, Electric tools-vibrating machines, pavement breakers, air blasting, Come-Alongs and similar machines not separately classified herein); Power Post Hole Digger; Rotary Scarifier (multiple head concrete chipper Scarifier); Steel Headerboard man (and Guideline Setter); Trenching Machine (Hand propelled)
14	Group 4 – Asphalt Raker & Luteman (Including Ironer, Dumpman and Spreader Box); Concrete Coring (Wall, floor and ceiling Cutter – Grinding Sander); Concrete Saw Man (cutting walls or flat work, scoring old or new concrete); Laborer, Asphalt – Rubber Distributor Bootman; Oversize Concrete Vibrator Operator, 70 pounds and over; Pipe Layer; Prefabricated manhole (Installer); Raw Sewage Exposure (any worker); Sandblast Nozzle Man (water blasting – Porta Shot Blast); Traffic Lane Closure, Certified
15	Group 5 – Driller (All power drills, excluding Jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power); Toxic Waste Removal; Welding (in connection with Laborers work)



**LIST OF CONTRACTORS  
SHEET 6 OF 7**

CLASSIFICATION NO:	CLASSIFICATION (JOURNEYPERSON)
<u>CRAFT: PARKING AND HIGHWAY IMPROVEMENT (STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER) – SOUTHERN CALIFORNIA</u>	
16	Group 1 – Protective coating, Pavement sealing, Installation of carstops, Traffic Control Person & Serviceman, Asphalt Repair, Equipment Repair Technician
17	Group 2 – Traffic Surface Abrasive Blaster, Pot Tender, Traffic Control Person/Certified Traffic Control Person, Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal, Slurry Seal Squeegeeman (finisher)
18	Group 3- Traffic Delineating Device Applicator, Traffic Protective System Installer, Pavement Marking Applicator, Slurry Seal Applicator Operator (Line Driver), Shuttleman (loader/slurry machine operations) operation of all related machinery and equipment
19	Group 4 – Traffic Striping Applicator, Slurry Seal Mixer Operator, Power Broom Sweeper (operation of all related machinery and equipment)
<u>CRAFT: CEMENT MASON – SAN DIEGO</u>	
20	Engineering Construction
21	Building Construction: Type I & II
22	Building Construction: Type III, IV & V
<u>CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER – SAN DIEGO</u>	
23	Group 1 – Field Soils and Material Tester; Field Asphaltic Concrete (Soils and Material Tester); Field Earthwork (Grading Excavation and Filling)
24	Group 2 – Licensed Grading Inspector; Reinforcing Steel; Reinforcing Concrete; Pre-Tension Concrete; Post-Tension Concrete
25	Group 3 – Nondestructive Testing (NDT)
<u>CRAFT: STREET LIGHTING, TRAFFIC SIGNAL, UNDERGROUND SYSTEMS JOURNEYMAN, – SAN DIEGO :</u>	
26	Technician Grade 1
27	Technician Grade 2
28	Technician Grade 3
29	Technician Grade 5
30	Technician Grade 1
<u>CRAFT: CARPENTER (ENGINEERING CONSRUCTION)– SAN DIEGO</u>	
31	Carpenter (Heavy and Highway Work)
32	Bridge Carpenter (Highway Work)

**LIST OF CONTRACTORS**

**SHEET 7 OF 7**

<b>CLASSIFICATION NO:</b>	<b>CLASSIFICATION (JOURNEYPELSON)</b>
<b>CRAFT: TEAMSTER (WORK ON CONSTRUCTION SITE ONLY) – SAN DIEGO</b>	
<b>33</b>	Group 2 – 2 Axle Dump Truck, 2 Axle Flat Bed, Bunkerman, Concrete Pumping Truck, Forklift under 15,000 lbs, Industrial Lift Truck, Motorized Traffic Control Pickup Truck on jobsite, Truck Repairman Helper, Warehouse Clerk, Warehouseman, Welder Helper
<b>34</b>	Group 3 – 2 Axle Water Truck, 3 Axle Dump Truck, 3 Axle Flat Bed, Bootman, Cement Distributor or Slurry Driver, Dumpcrete Truck less than 6 ½ yds, Erosion Control Nozzleman, Forklift 15,000 lbs and over, Pipeline Work Truck Driver, Prell Truck, Ross Carrier
<b>ADDITIONAL CLASSIFICATIONS AS NEEDED BY CONTRACTOR</b>	
<b>CRAFT:</b>	
<b>35</b>	
<b>36</b>	
<b>37</b>	
<b>38</b>	
<b>CRAFT:</b>	
<b>39</b>	
<b>40</b>	
<b>41</b>	
<b>42</b>	