

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS
TO PROVIDE ON-CALL GEOTECHNICAL, MATERIALS TESTING, AND SPECIAL INSPECTION
SERVICES**

This Agreement is entered into effective as of July 27, 2021 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and Ninyo & Moore Geotechnical and Environmental Sciences Consultants, a California Corporation (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, the City has the need for the on-call Geotechnical, Materials Testing, and Special Inspection consulting services during Capital Improvmenet Program (“CIP”) projects for both design and construction phases; and

WHEREAS, in order to procure these services City solicited proposals in accordance with Chula Vista Municipal Code Section 2.56.110 for “professional services” and received 10 proposals; and

WHEREAS, after the City Selection Committee completed their review of the proposals for all ten firms, they selected Ninyo & Moore Geotechnical and Environmental Sciences Consultants as one of the four consultants to provide these services; 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

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Consultant hereby agree as follows:

1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services (“Additional Services”). If so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 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.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City’s information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required

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

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Consultant's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Consultant.

2.5 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute

a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, 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. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Consultant must include all sub-consultants/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-consultants must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. 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; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Consultant's general liability 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 provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. 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” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. 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.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. 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 this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Consultant shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court 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 contractors, arising out of or in connection with the performance of the Required 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 willful misconduct of the Indemnified Parties. 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 Indemnified Parties 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.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, 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.

4.3 Costs of Defense and Award. Included in Consultant's obligations under this Section 4 is 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 one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Consultant's Obligations Not Limited or Modified. Consultant's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Consultant. Furthermore, Consultant's obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all costs City incurs in enforcing Consultant's obligations under this Section 4.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONSULTANT.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a “Default”), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior to City’s specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all “Work Product” (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City’s sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant’s receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement and promptly deliver all “Work Product” (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Consultant hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 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 be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. 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.

6.5 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 San Diego County, State of California.

6.6 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Consultant, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Consultant shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Consultant’s unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents ("Consultant Related Individuals"), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed 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. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 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 at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

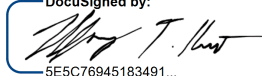
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**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

NINYO & MOORE GEOTECHNICAL AND
ENVIRONMENTAL SCIENCES
CONSULTANTS

CITY OF CHULA VISTA

DocuSigned by:

BY: _____
JEFFREY T. KENT
PRINCIPAL ENGINEER

BY: _____
MARY CASILLAS SALAS
MAYOR

ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Rosina Constanza, Senior Civil Engineer
276 Fourth Avenue
Building B
Chula Vista, Ca 91910
RConstanza@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Consultant Contract Administration:

NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

Jeffrey Kent
5710 Ruffin Road,
San Diego, Ca 92123
858-576-1000
jkent@ninyoandmoore.com

For Legal Notice Copy to:

Mr. Avram Ninyo, PE, GE
President
5710 Ruffin Road, San Diego, CA 92123
858-576-1000
aninyo@ninyoandmoore.com

2. Required Services

A. General Description:

Consultant will provide as-needed, on-call geotechnical, materials testing, and special inspection services to the City's Engineering and Capital Projects Department for those CIP Projects (each a "Project"; collectively "Projects") for which the City selects Consultant to perform such services.

All Required Services provided shall comply with the relevant standards and/or specifications listed: 2012 Standard Specifications for Public Works Construction (Green Book), 2012 Regional Supplement Amendments, 2019 City of Chula Vista Standard Special Provisions, the San Diego Area Regional Standard Drawings, City of Chula Vista Design and Construction Standard Drawings 2017, California Department of

Transportation (CALTRANS) Manual of Test, current American Society of Testing and Materials (ASTM), and Chapter 17 of the current California Building Code. The Green Book lists approximately 45 California Department of Transportation (CALTRANS) test methods and 101 American Society of Testing and Materials (ASTM) test methods.

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.

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.

III. 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.

B. Detailed Description:

Typical services that the City may require during the design phase of CIP projects may involve sampling of existing pavement, base, and subgrade materials, as well as borings for deep trenches, excavations (cuts) and embankment (fill) conditions. Appropriate testing of these materials would include analyses to determine their engineering properties and their suitability for use as construction materials for public works construction.

During the construction phase of CIP projects, the City may require geotechnical engineering services for the observation of earthwork operations and directing the removal and compaction of alluvial soils and the removal/replacement of unsuitable materials. In addition, sampling and testing of soils and construction materials in accordance with Green Book specifications will be performed as directed by City Engineering staff. Sampling and testing may also be performed at the material's source of manufacturing or production.

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. Pictures of Proposer's laboratory facilities are expected to be provided with proposal.

The materials testing laboratory must have a documented Quality Assurance Program ("QAP") in conformance with City of Chula Vista Quality Assurance Program 2019. The Consultant must provide a copy of the QAP on a yearly basis.

B. Geotechnical/soil engineering services shall be provided for City-funded projects during earthwork construction operations. This may require the Consultant to provide 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. 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.

Consultant shall name the laboratory proposed to conduct testing and analysis in their task order proposals, and provide City with the laboratory sampling and analysis results within three days of the completion of laboratory testing.

D. Geotechnical, 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. Selected Proposers must be capable of providing the requested services within one working day after receiving a request from the City.

E. 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.

F. 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).

G. 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.

H. 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.

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

J. 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 as final test results are available.

K. 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 prior to Consultant begin work. The negotiated price(s) shall not exceed the Schedule of charges labeled as Attachment "A"; Personnel Hourly Rates Fee Schedule (Prevailing Wage Rates) and Attachment "B"; Materials Testing Services Fee Schedule (Prevailing Wage) attached to this agreement between the City and Consultant.

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin July 27, 2021 and end on June 30, 2023 for completion of all Required Services. The period of performance for each specific Project shall be in accordance with the task order for that Project. If work on a Project task order is in progress on the expiration date of the term of this Agreement, the terms of the Agreement and Project task order shall be extended by contract amendment.

4. Compensation:

If selected to perform services for a Project, Consultant shall provide separate bill for each Project identified. Every bill will list all work performed on the Project. The 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-testing shall be identified and explained on the bill.

Consultant shall only be paid for work done on a Project at the written request of the City. If additional work is requested by others, Consultant shall obtain written authorization from the City prior to commencing any such services. In addition, the Consultant shall include on each respective bill the following documentation in support of the request for work: 1) party requesting the work, 2) party approving the work, 3) date of work, 4) persons/entity performing the work, 5) time in and out, and 6) total of exact hours worked.

Compensation for the Required Services shall be paid for on personnel hourly rates as listed in Attachment "A"; Personnel Hourly Rates Fee Schedule (Prevailing Wage 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 (Prevailing Wage) for each City Project.

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

A. Form of Compensation

Time and Materials. For performance of the Required Services by Consultant as identified in Section 2, above, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of the Required Services, at the rates or amounts as indicated below:

As provided on Attachments A & B

Consultant acknowledges and agrees that equipment hourly rates shall only be compensable for productive hours at the location of work. Consultant acknowledges and agrees that travel time for equipment shall not be compensable.

B. Reimbursement of Costs

Invoiced or agreed-upon amounts as follows:

As provided on Attachments A and B hereto.

Consultant acknowledges and agrees that lodging and per-diem are not reimbursable expenses for work performed within the San Diego region. Consultant acknowledges and agrees that out of region travel time, expenses, lodging, and per-diem will not be reimbursed unless expressly authorizing and agreed to by City in writing on a per Project basis.

Consultant acknowledges and agrees that when reprographics and courier services are requested by the City, expenses will be reimbursed at cost when performed by a third-party business entity and only when accompanied by a copy of original invoice.

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through June 30, 2023 shall not exceed \$400,000.

5. Special Provisions:

Permitted Sub-Consultants: Decisive Testing, Inc.

Security for Performance: | |

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for two (2) additional terms, defined as a one-year increment. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein. If the City exercises an option to extend, the maximum amount to be paid to the Consultant for services performed during each option term shall not exceed \$200,000. The City shall give written notice to Consultant of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document.

EXHIBIT B
INSURANCE REQUIREMENTS

Consultant shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 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 Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input checked="" type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: "NONE"

EXHIBIT C

CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.³

- A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.
- B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES
(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

Name	Email Address	Applicable Designation
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – If individuals have different disclosure requirements, duplicate this row and complete separately for each individual	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (select one or more of the categories under which the consultant shall file): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: David Hicks, Associate Civil Engineer

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

13. Schedule of Fees - Attachment A

City of Chula Vista Request for Proposals

On-Call Geotechnical, Materials Testing,
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ATTACHMENT "A"

PERSONNEL HOURLY RATES FEE SCHEDULE (PREVAILING WAGE RATES)

ENGINEERS, GEOLOGISTS AND SCIENTISTS PERSONNEL	Hourly Rate
Principal Engineer/Geologist/Environmental Scientist	\$154
Senior Engineer/Geologist/Environmental Scientist	\$148
Project Engineer/Geologist/Environmental Scientist	\$142
Senior Staff Engineer/Geologist/Environmental Scientist	\$128
Staff Engineer/Geologist/Environmental Scientist	\$120
Senior Project Engineer/Geologist/Environmental Scientist	\$145
List any Others	
TECHNICAL AND SUPPORT PERSONNEL	Hourly Rate
Special Registered Inspector	\$102
Certified Welding Inspector/UT Inspector	\$102/108
Soils Technician	\$102
Materials Technician	\$102
Coring Technician - Concrete, Asphalt (Inc. Core Equipment and Truck)	\$190
Word Processor	\$58
Draftsperson/CADD	\$78
ACI Technician	\$102
Geotechnical Assistant	\$66
List any Others	
OTHER CHARGES/Miscellaneous	Hourly Rate
Overtime & Saturday Rate	1.5 X Hourly Rate
Travel	\$102
Equipment & Materials	Included
List any Others	

A. Firm Information

1. Firm Laboratory Testing (Attachment "B")

City of Chula Vista Request for Proposals

On-Call Geotechnical, Materials Testing,
& Special Inspection Services

ATTACHMENT "B"

MATERIALS TESTING SERVICES FEE SCHEDULE PREVAILING WAGE

PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Proposer's Laboratory	Tests Performed by outside Laboratory
CONCRETE MATERIAL TESTING				
Compression Test, 6x12cylinder	ASTM C39	\$35	X	
Compression Test, Core *(excluding sample preparation)	ASTM C42	\$120	X	
Compression Test, Shotcrete panel core (3 cores per panel). Per panel	ASTM C42	\$275	X	
Concrete Mix Design or Mix Review (excluding aggregate tests)		\$154	X	
Saw cutting of Sample		Included	X	
			X	
MASONRY MATERIAL TESTING				
Compression Test, Block (8x8x16 or smaller), per 3 unit set	ASTM C67	\$210	X	
Compression Test, Mortar, 2x4 cylinder (UBC)	ASTM C140	\$35	X	
Compression Test, Grout (UBC)	UBC 21-16	\$45	X	
Compression Test, Core		\$70	X	
Compression Test, Shear		\$70	X	
Masonry Prism, Full Size (8x16x16), each	ASTM C1314	\$200	X	
Masonry Prism, Half Size (8x16x8), each	ASTM C1314	\$120	X	
Conformance Package (including all testing and report, 6 units)	ASTM C90	\$500	X	
			X	
AGGREGATE MATERIAL TESTING				
Sieve Analysis, Coarse Aggregate	ASTM C136	\$120	X	
Sieve Analysis, Fine Aggregate	ASTM C136	\$145	X	
Specific Gravity, Coarse Aggregate,	ASTM C127	\$115	X	
Specific Gravity, Fine Aggregate ,	ASTM C128	\$175	X	
pH & Resistivity, each		\$175	X	
			X	
ASPHALT CONCRETE MATERIAL TESTING				
Stability Test - Marshall, ave of 3, unit weight & flow	ASTM D1559	\$240	X	
Asphalt Concrete Mix Design or Mix Review		\$154	X	

City of Chula Vista Request for Proposals

On-Call Geotechnical, Materials Testing,
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PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Proposer's Laboratory	Tests Performed by outside Laboratory
Unit Weight Requiring Compaction, (Marshall)	ASTM D1559, T245	\$240	X	
FULL DEPTH RECLAMATION SUBGRADES TESTING				
Wetting & Drying compacted soil cement mixtures (559)	ASTM D559-03	\$275	X	
Freezing and Thawing compacted soil cement mixtures (560)	ASTM D560-03	\$275	X	
Moisture Density test for Soil Cement	ASTM D558	\$45	X	
Standard Test Method for Resistance R-Value and Expansion Pressure of Compacted Soils	ASTM D2844-94	\$375	X	
Standard Test Method for Unconfined Compressive Strength of Compacted Soil	ASTM D5102-96	\$180	X	
Observing Micro-Cracking operations and performing stiffness testing of the CTS materials using a Geogauge.		\$102/hour	X	
GEOTECHNICAL MATERIAL TESTING				
Shear Tests (single point)	ASTM D3080	\$100	X	
Consolidation Tests	ASTM D2435, CT219	\$300	X	
Moisture-Density	ASTM D2216	\$45	X	
C.B.R. Tests (Includes Compaction Test)	ASTM D1883	\$550	X	
Lime Treated CBR	ASTM D1883	\$550	X	
R-Value (Lime Treated)	ASTM D2844, CA TEST 301	\$375	X	
Mechanical Analyses - Sieve Test	ASTM C136	\$120	X	
Mechanical Analyses - Hydrometer Test	ASTM D421/ ASTM D422	\$220	X	
Sand Equivalent	ASTM D2419	\$125	X	
Plasticity Index	ASTM D4318	\$170	X	
Expansion Index	ASTM D4829	\$190	X	
Specific Gravity	ASTM D854	\$125	X	
Unconfined Compression		\$180	X	
Triaxial Tests - Std. Test, undrained, unconsolidated		\$250	X	
Triaxial Tests - Effective Stress Test		\$450	X	
Remolded Samples (Preparation)		Included	X	

City of Chula Vista Request for Proposals

On-Call Geotechnical, Materials Testing,
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PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Proposer's Laboratory	Tests Performed by outside Laboratory
Corrosivity Tests (Sulfate, Chloride, pH, min. resistivity)		\$350	X	
LABORATORY METAL SERVICES - MECHANICAL TESTING				
Mechanical Coupler Testing (Tensile, Yield, Slippage & Sample Preparation), each		\$175	X	
Tensile Testing up to No. 11 Bar (ultimate strength only), each		\$75	X	
Tensile Testing No. 14 Bar (ultimate strength only), each		\$175		X
Tensile Testing No. 18 Bar (ultimate strength only), each		\$175		X
Tensile Testing (ultimate strength only), Flat Bar Reduced Section, each		\$90	X	
Tensile Testing (ultimate strength only), Round Bar Reduced Section 0.505" Diameter, each		\$90	X	
Tensile Testing (ultimate strength only), Round Bar Reduced Section, sub-size, each		\$90	X	
Tensile Testing (ultimate strength only), Yield Strength Testing (by extensometer), each		\$175		X
Tensile, Full Section Tube, each		\$175		X
Bend Test, each		\$75	X	
Fillet Weld Break Test, each		\$60		X
Charpy Impact: Ambient Temperature, per set of 3		\$450		X
Charpy Impact: Ambient – 40°F, per set of 3		\$600		X
Charpy Impact: - 41°F to –100°F		\$600		X
Charpy Individual Specimens for Transition Curve		\$200		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		\$80	X	
Sample Preparation (as required)		Included	X	X
Bearing Pad Tests		\$115		X

City of Chula Vista Request for Proposals

On-Call Geotechnical, Materials Testing,
& Special Inspection Services

PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Proposer's Laboratory	Tests Performed by outside Laboratory
Special Tests		\$102/hour	X	
LABORATORY METAL SERVICES - MACHINING				
Charpy Impact Specimens, Carbon Steel, per set of 3		\$450		X
Charpy Impact Specimens, Carbon Steel, Sub-Size, per set of 3		\$600		X
Charpy Impact Specimens, Other Materials, per set of 3		\$600		X
Charpy Impact Specimens, Other Materials, Sub-Size, per set of 3		\$750		X
Carbon Steel, Flat Bar Reduced Section, each		\$150		X
Carbon Steel, Round Bar 0.505" Diameter, each		\$150		X
Carbon Steel, Round Bar Sub-Size, each		\$150		X
Other Materials, Flat Bar Reduced Section, each		\$150		X
Other Materials, Round Bar 0.505" Diameter, each		\$150		X
Other Materials, Round Bar Sub-Size, each		\$150		X
Macro Specimens, Carbon Steel, each		\$100		X
Macro Specimens, Other Materials, each		\$100		X
General Machining Charge, per hour		Included		X
LABORATORY METAL SERVICES - HIGH STRENGTH BOLT TESTING				
Hardness (Bolt, Washer, Nut), each	A-370	\$150	X	
Bolt Assembly Standard Wedge, each		\$80	X	
Bolt Proof testing, each		\$80	X	
			X	
ASTM Testing METHODS				
Fine Sieve Analysis with 200 Wash	ASTM C117	\$100	X	
Sieve Analysis of Fine and Coarse Aggregate	ASTM C136	\$145	X	
Compressive Strength – Concrete Cylinder (Set of Three)	ASTM C39	\$105	X	
Compaction Characteristics of Soil Using the Modified Proctor Method	ASTM D1557	\$220	X	
Maximum specific Gravity and	ASTM D2041	\$150	X	

City of Chula Vista Request for Proposals

On-Call Geotechnical, Materials Testing,
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PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Proposer's Laboratory	Tests Performed by outside Laboratory
Density of Bituminous Paving Mixtures		\$150	X	
Extraction of Bitumen from Bituminous Paving Mixtures	ASTM D2172	\$250	X	
Sand Equivalent Value of Soils and Fine Aggregates	ASTM D2419	\$125	X	
Specific Gravity and Density of Compacted Bituminous Paving Mixtures	ASTM D2726	\$100	X	
Consistency Test and Wet Track Abrasion Test	ASTM D3910	\$150	X	
Abrasion and Impact in the L.A. Machine	ASTM C131	\$200	X	
Potential Reactivity of Aggregate	ASTM C289	\$475	X	
Organic Impurities in Fine Concrete Aggregates	ASTM C40	\$90	X	
Testing Drilled Concrete Cores (Compression Test Only, Set of 3)	ASTM C42	\$360	X	
Flexural Strength of Concrete	ASTM C78	\$85	X	
Soundness of Aggregates by Use of Sulfates	ASTM C88	\$450	X	
Particle-Size Analysis of Soils	ASTM D422	\$145	X	
Caltrans Testing Methods				
Sieve Analysis of Fine and Coarse Aggregates	CA TEST 202	\$145	X	
Relative Compaction of Untreated and Treated Soils and Aggregates	CA TEST 216	Included	X	
Sand Equivalent	CA TEST 217	\$125	X	
Moisture Content in Soils by Oven Drying	CA TEST 226	\$35	X	
"R" Value of Soils by Stabilometer	CA TEST 301	\$375	X	
Preparation of Bituminous Mixtures for Testing (Built into Hourly Rate)	CA TEST 304	Included	X	
Moisture Vapor Susceptibility of Bituminous Mixtures	CA TEST 307	\$1,000	X	
Specific Gravity and Weight of Compressed Bituminous Mixtures	CA TEST 308	\$100	X	
Design and Testing of Class "A" Cement Treated Base (Complete CTB Design, including laboratory conformance testing of aggregates)	CA TEST 312	\$1,000	X	

City of Chula Vista Request for Proposals

On-Call Geotechnical, Materials Testing,
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PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Proposer's Laboratory	Tests Performed by outside Laboratory
Stabilometer Value of Bituminous Mixtures	CA TEST 366	\$225	X	
Recommending Optimum Bitument Content (OBC)	CA TEST 367	\$1,000	X	
In-Place Density and Relative Compaction of Asphalt Concrete Pavement (Built into Hourly Rate)	CA TEST 375	Included	X	
Asphalt Content of Bituminous Mixtures	CA TEST 379	\$150	X	
Compressive Strength of Molded Concrete Cylinders	CA TEST 521	\$35	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	\$175	X	
Abrasion of Coarse (500 Revolutions) Aggregate – L.A. Rattler (1,000 Revolutions)	CA TEST 211	\$200	X	
Organic Impurities in Concrete Sand	CA TEST 213	\$90	X	
Soundness of Aggregates by Use of Sodium Sulfate	CA TEST 214	\$450	X	
Evaluating Cleanness of Coarse Aggregates	CA TEST 227	\$180	X	
Test for Durability Index	CA TEST 229	\$205	X	
Determination of Moisture in Soils, Minerals Aggregates, and Bituminous Mixtures by Xylene Reflux Distillation	CA TEST 311	\$900	X	
Others				

2. Subconsultant Laboratory Testing (Attachment “B”)

Ninyo & Moore has the in-house capabilities 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. 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.

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On-Call Geotechnical, Materials Testing,
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ATTACHMENT “B”

MATERIALS TESTING SERVICES FEE SCHEDULE PREVAILING WAGE

PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Proposer’s Laboratory	Tests Performed by outside Laboratory
LABORATORY METAL SERVICES - MECHANICAL TESTING				
Tensile Testing No. 14 Bar (ultimate strength only), each		\$175		Decisive Testing
Tensile Testing No. 18 Bar (ultimate strength only), each		\$175		Decisive Testing
Tensile Testing (ultimate strength only), Yield Strength Testing (by extensometer), each		\$175		Decisive Testing
Tensile, Full Section Tube, each		\$175		Decisive Testing
Bend Test, each		\$75		Decisive Testing
Fillet Weld Break Test, each		\$60		Decisive Testing
Charpy Impact: Ambient Temperature, per set of 3		\$450		Decisive Testing
Charpy Impact: Ambient – 40°F, per set of 3		\$600		Decisive Testing
Charpy Impact: - 41°F to –100°F		\$600		Decisive Testing
Charpy Individual Specimens for Transition Curve		\$200		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
Sample Preparation (as required)		Included		Decisive Testing
Bearing Pad Tests		\$115		Decisive Testing

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PRIMARY TEST/NAME	Test ID	Fee per Each Test	Tests Performed in the Proposer's Laboratory	Tests Performed by outside Laboratory
LABORATORY METAL SERVICES - MACHINING				
Charpy Impact Specimens, Carbon Steel, per set of 3		\$450		Decisive Testing
Charpy Impact Specimens, Carbon Steel, Sub-Size, per set of 3		\$600		Decisive Testing
Charpy Impact Specimens, Other Materials, per set of 3		\$600		Decisive Testing
Charpy Impact Specimens, Other Materials, Sub-Size, per set of 3		\$750		Decisive Testing
Carbon Steel, Flat Bar Reduced Section, each		\$150		Decisive Testing
Carbon Steel, Round Bar 0.505" Diameter, each		\$150		Decisive Testing
Carbon Steel, Round Bar Sub-Size, each		\$150		Decisive Testing
Other Materials, Flat Bar Reduced Section, each		\$150		Decisive Testing
Other Materials, Round Bar 0.505" Diameter, each		\$150		Decisive Testing
Other Materials, Round Bar Sub-Size, each		\$150		Decisive Testing
Macro Specimens, Carbon Steel, each		\$100		Decisive Testing
Macro Specimens, Other Materials, each		\$100		Decisive Testing
General Machining Charge, per hour		Included		Decisive Testing