

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO NINYO & MOORE FOR
MATERIAL TESTING AND SPECIAL INSPECTION
SERVICES FOR THE BUILDING 1600 MODERNIZATION
PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested to award a professional services contract to Ninyo & Moore for Division of State Architect (DSA) Material Testing and Special Inspection Services for the Building 1600 Modernization Project on the Fairfield Campus. The scope of work of this contract includes providing all offsite/onsite material testing and special inspections as required by DSA for all construction activities for the Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- ☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☒ Other: Renovate instructional space and update equipment.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$38,646.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO NINYO & MOORE FOR
MATERIAL TESTING AND SPECIAL INSPECTION
SERVICES FOR THE BUILDING 1600 MODERNIZATION
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all firms in the Board Approved Pool of Material Testing and Special Inspections firms. The District received a total of nine (9) proposals for this service.

Based on qualifications and the proposed scope of work, Ninyo & Moore's proposal is considered to be the best value for this Project.

The Board is asked to approve a professional services contract to Ninyo & Moore in the amount not to exceed \$38,646.00.

This document is available online at: <https://welcome.solano.edu/measureq/approved-contracts/>

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
MATERIAL TESTING AND SPECIAL INSPECTIONS**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **19th day of February 2025** by and between the **Solano Community College District**, ("District") and **Ninyo & Moore** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide **Material Testing and Special Inspections Services** for the **Building 1600 Modernization Project** as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on February 19, 2025 and will diligently perform as required and complete performance by November 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

| | |
|---------------|---|
| <u> X </u> | Signed Agreement |
| <u> X </u> | Workers' Compensation Certification |
| <u> X </u> | Insurance Certificates and Endorsements |
| <u> X </u> | W-9 Form |
| <u> </u> | Other: _____ |

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **THIRTY-EIGHT THOUSAND SIX HUNDRED AND FORTY-SIX DOLLARS AND ZERO CENTS (\$38,646.00)**. District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. The schedule of deliverable Services to be produced is as follows:
 - 4.2.1.1. Geotechnical Observation and Compaction Testing: \$7,140.00
 - 4.2.1.2. Reinforced Concrete: \$7,020.00
 - 4.2.1.3. Post Installed Anchors, Anchor Rods & Anchor Bolts: \$3,600.00
 - 4.2.1.4. Structural Steel Welding: \$9,660.00
 - 4.2.1.5. Equipment/ Field Vehicles: \$5,940.00
 - 4.2.1.6. Project Administration Review and Reports: \$3,040.00
 - 4.2.1.7. Bid Alternate: Concrete Coring: \$2,246.00
 - 4.3. Consultant shall only be paid for the time and effort need to complete the actual scope of services required for this project, which may be less than the total amount noted in Section 4. Compensation. If the total amount noted is not needed to complete the scope of services, any remaining balance shall be retained by the District.
 - 4.4. Billing Rates are listed in **Exhibit "B"**, in case that additional services are requested by the District.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
- 5.1. Reimbursable expenses will not be allowed and such expenses should be incorporated into billing rates.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Performance of Services.**
- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.
- Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly

original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Termination.**
 - 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.2.1. material violation of this Agreement by the Consultant; or
 - 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

| Type of Coverage | Minimum Requirement |
|---|----------------------------------|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate | \$ 1,000,000 \$ 2,000,000 |
| Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate | \$ 1,000,000 \$ 2,000,000 |
| Professional Liability | \$ 1,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant

agrees to require like compliance by all of its subcontractor(s).

20. **Disabled Veteran Business Enterprises.** Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District may have a participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%) per year of funds expended each year by the District on projects that use funds California Community College Chancellor's Office. In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the good faith efforts the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
C/O Kitchell CEM
4000 Suisun Valley Road
Fairfield, California 94534

ATTN: Noe Ramos
Email: Noe.Ramos@solano.edu

Consultant:

Ninyo & Moore
2149 O'Toole Avenue, Suite 30
San Jose, CA 95131

ATTN: Ruchil Shah
Email: rshah@ninyoandmoore.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
33. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
35. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
36. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2025

Dated: _____, 2025

Solano Community College District

Ninyo & Moore

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Vice President, Facilities and
Executive Bonds Manager

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

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WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

END OF DOCUMENT

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

- 1.1. Special Testing and Inspection services to verify compliance with the DSA approved plans and specifications for this project. Basic services shall include, but are not necessarily limited to, the following:
 - 1.1.1.1. Provide all Material Testing and Special Inspections listed in DSA-103.
 - 1.1.1.2. Provide and coordinate onsite and offsite inspections and material testing and report to District, PM, CM and DSA Project Inspector.
 - 1.1.1.3. Provide semi-monthly reports to DSA, DSA PI, A/E, CM, PM and District.
 - 1.1.1.4. Review progress of work as needed with the PI, A/E, CM, PM and District.
 - 1.1.1.5. Review and provide input as needed for Requests for Information (RFI) and submittals.
 - 1.1.1.6. Review and provide input as needed on proposed contractor change orders for any work with Material Testing and Special Inspection ramifications.
 - 1.1.1.7. Provide monthly budget assessment for inspection services indicating current budget allocations, projected allocations, and remaining budget.
 - 1.1.1.8. Provide all necessary DSA closeout forms at the completion of the project, with copies to IOR, District, PM, CM and A/E.
- 1.2. Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.

Anticipated Inspections:

Geotechnical Observation and Compaction Testing

- (a) Foundation Observation & Drilled Pier Inspection.
- (b) Sampling and Compaction Testing for Subgrade and Aggregate Base.
- (c) Subgrade Soils and Aggregate Base.

Reinforced Concrete

- (a) Review concrete mix designs submitted by the contractor for compliance with the project documents.
- (b) Sampling and Tagging of Reinforced Steel.
- (c) Sampling and Testing of Concrete (Slump & Temperature)
- (d) Periodic Batch Plant Inspection.
- (e) Verification of Compressive Strength of Existing Slab in Two Location using Schmidt Hammer or Windsor Probe.
- (f) Tensile and Bend Test in the Laboratory.
- (g) (5) Concrete Cylinders / 50 Cubic Yards (4"x8" Cylinders)

Post Installed Anchors

- (a) Inspection during the installation of post-installed anchors.
- (b) Load testing including pull and torque testing of post installed anchors.

Structural Steel Welding

- (a) Materials ID, Purlin Tagging & Structural Steel Welding Inspection in the Shop.
- (b) Structural Steel Welding Inspection in the Field.
- (c) Non-Destructive Testing including Ultrasonic (UT)
- (d) Testing of BokModern Panels to Failure per S2.03

Bid Alternate – Concrete Coring

- (a) Verification of Compressive Strength of Existing Slab in Two Locations using Coring Method.
- (b) Compressive Strength Tests of Concrete Cores.

Project Management

- (a) Attend project meetings, project coordination, monitoring and administration including review and distribution of reports with laboratory test data and daily field inspection and testing reports, prepare weekly progress, and cost summaries report with invoices.
- (b) Prepare daily field reports documenting items inspected and reports of laboratory testing to be submitted to the project team via DSA box.
- (c) Prepare interim and final verified report (DSA 291) at the conclusion of the project.

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EXHIBIT "B"

BILLING RATES

| Table 1 - Breakdown of Estimated Fee | | | | |
|--|--|-------------|-----------------|---------------------|
| Geotechnical Observation and Compaction Testing | | | | |
| Geotechnical Staff Engineer | Foundation Observation & Drilled Pier Inspection | 16 hours @ | \$ 155.00 /hour | \$ 2,480.00 |
| Field Technician | Sampling and Compaction Testing for Subgrade and Aggregate Base | 36 hours @ | \$ 110.00 /hour | \$ 3,960.00 |
| Laboratory Proctor Test | Subgrade Soils and Aggregate Base | 2 tests @ | \$ 350.00 /test | \$ 700.00 |
| Subtotal | | | | \$ 7,140.00 |
| Reinforced Concrete | | | | |
| Field Technician | Sampling and Tagging of Reinforcing Steel | 12 hours @ | \$ 110.00 /hour | \$ 1,320.00 |
| Field Technician | Sampling and Testing of Concrete (Slump & Temperature) | 24 hours @ | \$ 110.00 /hour | \$ 2,640.00 |
| Field Technician | Periodic Batch Plant Inspection | 8 hours @ | \$ 110.00 /hour | \$ 880.00 |
| Field Technician | Verification of Compressive Strength of Existing Slab in Two Locations using Schmidt Hammer or Windsor Probe | 8 hours @ | \$ 110.00 /hour | \$ 880.00 |
| Laboratory Testing | Tensile and Bend Test in the Laboratory | 8 tests @ | \$ 75.00 /test | \$ 600.00 |
| Laboratory Testing | 5 Concrete Cylinders / 50 Cubic Yards (4"x8" Cylinders) | 20 tests @ | \$ 35.00 /test | \$ 700.00 |
| Subtotal | | | | \$ 7,020.00 |
| Post Installed Anchors, Anchor Rods & Anchor Bolts | | | | |
| Special Inspector | Post Installed Anchors, Anchor Rods & Anchor Bolts Installation Inspection | 16 hours @ | \$ 115.00 /hour | \$ 1,840.00 |
| Field Technician | Load Testing of Post Installed Anchors, Anchor Rods & Anchor Bolts (Torque & Pull Testing) | 16 hours @ | \$ 110.00 /hour | \$ 1,760.00 |
| Subtotal | | | | \$ 3,600.00 |
| Structural Steel Welding | | | | |
| Special Inspector | Materials ID, Purlin Tagging & Structural Steel Welding Inspection in the Shop | 40 hours @ | \$ 115.00 /hour | \$ 4,600.00 |
| Special Inspector | Structural Steel Welding Inspection in the Field | 24 hours @ | \$ 115.00 /hour | \$ 2,760.00 |
| Special Inspector | Non-Destructive Testing including Ultrasonic (UT) | 4 hours @ | \$ 115.00 /hour | \$ 460.00 |
| Special Inspector | Testing of BokModem Panels to Failure per S2.03 | 16 hours @ | \$ 115.00 /hour | \$ 1,840.00 |
| Subtotal | | | | \$ 9,660.00 |
| Reimbursables | | | | |
| Equipment | | 220 hours @ | \$ 12.00 /hour | \$ 2,640.00 |
| Field Vehicle | | 220 hours @ | \$ 15.00 /hour | \$ 3,300.00 |
| Subtotal | | | | \$ 5,940.00 |
| Project Management | | | | |
| Project Assistant | Data Compilation, Distribution and Dispatch | 6 hours @ | \$ 100.00 /hour | \$ 600.00 |
| Project Manager | Project Coordination and Progress Report Preparation | 8 hours @ | \$ 195.00 /hour | \$ 1,560.00 |
| Principal Engineer | Project Oversight, Consultation & Final Verified Reports (DSA 291 & 293) | 4 hours @ | \$ 220.00 /hour | \$ 880.00 |
| Subtotal | | | | \$ 3,040.00 |
| TOTAL ESTIMATED FEE | | | | |
| | | | | \$ 36,400.00 |
| Bid Alternate - Concrete Coring | | | | |
| Field Technician | Verification of Compressive Strength of Existing Slab in Two Locations using Coring Method | 8 hours @ | \$ 190.00 /hour | \$ 1,520.00 |
| Laboratory Testing | Compressive Strength Tests of Concrete Cores | 6 tests @ | \$ 85.00 /test | \$ 510.00 |
| Equipment | | 8 hours @ | \$ 12.00 /hour | \$ 96.00 |
| Field Vehicle | | 8 hours @ | \$ 15.00 /hour | \$ 120.00 |
| Subtotal | | | | \$ 2,246.00 |

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

| | |
|---|--------|
| Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist | \$ 220 |
| Senior Engineer/Geologist/Environmental Scientist | \$ 210 |
| Senior Project Engineer/Geologist/Environmental Scientist | \$ 200 |
| Project Engineer/Geologist/Environmental Scientist | \$ 195 |
| Senior Staff Engineer/Geologist/Environmental Scientist | \$ 180 |
| Staff Engineer/Geologist/Environmental Scientist | \$ 165 |
| GIS Analyst | \$ 145 |
| Technical Illustrator/CAD Operator | \$ 120 |

Field Staff

| | |
|--|--------|
| Certified Asbestos/Lead Technician | \$ 200 |
| Field Operations Manager | \$ 130 |
| Nondestructive Examination Technician (UT, MT, LP) | \$ 125 |
| Supervisory Technician | \$ 120 |
| Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) | \$ 115 |
| Senior Technician | \$ 115 |
| Technician | \$ 110 |

Administrative Staff

| | |
|---|--------|
| Information Specialist | \$ 100 |
| Geotechnical/Environmental/Laboratory Assistant | \$ 100 |
| Data Processor | \$ 80 |

Other Charges

| | |
|--|----------------|
| Concrete Coring Equipment (includes technician) | \$ 190/hr |
| Anchor Load Test Equipment (includes technician) | \$ 190/hr |
| GPR Equipment | \$ 180/hr |
| State of California Prevailing Wage Surcharge | \$ 30/hr |
| Inclinometer | \$ 100/hr |
| Hand Auger Equipment | \$ 80/hr |
| Rebar Locator (Pachometer) | \$ 25/hr |
| Vapor Emission Kit | \$ 65/kit |
| Equipment | \$ 12/hr |
| X-Ray Fluorescence | \$ 70/hr |
| PID/FID | \$ 25/hr |
| Air Sampling Pump | \$ 10/hr |
| Field Vehicle | \$ 15/hr |
| Expert Witness Testimony | \$ 450/hr |
| Direct Expenses | Cost plus 15 % |
| Special equipment charges will be provided upon request. | |

Notes

Our field services, are charged portal to portal at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field services that may be subject to prevailing wage in accordance with AB 1768 and Prevailing Wage Determinations, will be subject to a prevailing wage surcharge as shown in our Schedule of Fees. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

| | |
|--|--------|
| Atterberg Limits, D 4318, CT 204 | \$ 170 |
| California Bearing Ratio (CBR), D 1883 | \$ 550 |
| Chloride and Sulfate Content, CT 417 & CT 422 | \$ 175 |
| Consolidation, D 2435, CT 219 | \$ 300 |
| Consolidation, Hydro-Collapse only, D 2435 | \$ 150 |
| Consolidation - Time Rate, D 2435, CT 219 | \$ 200 |
| Direct Shear - Remolded, D 3080 | \$ 350 |
| Direct Shear - Undisturbed, D 3080 | \$ 300 |
| Durability Index, CT 229 | \$ 175 |
| Expansion Index, D 4829, IBC 18-3 | \$ 190 |
| Expansion Potential (Method A), D 4546 | \$ 170 |
| Geotextile Tensile and Elongation Test, D 4632 | \$ 200 |
| Hydraulic Conductivity, D 5084 | \$ 350 |
| Hydrometer Analysis, D 6913, CT 203 | \$ 220 |
| Moisture, Ash, & Organic Matter of Peat/Organic Soils | \$ 120 |
| Moisture Only, D 2216, CT 226 | \$ 35 |
| Moisture and Density, D 2937 | \$ 45 |
| Permeability, CH, D 2434, CT 220 | \$ 300 |
| pH and Resistivity, CT 643 | \$ 175 |
| Proctor Density D1557, D 698, CT 216, AASHTO T-180 | \$ 320 |
| Proctor Density with Rock Correction D 1557 | \$ 340 |
| R-value, D 2844, CT 301 | \$ 375 |
| Sand Equivalent, D 2419, CT 217 | \$ 125 |
| Sieve Analysis, D 6913, CT 202 | \$ 145 |
| Sieve Analysis, 200 Wash, D 1140, CT 202 | \$ 100 |
| Specific Gravity, D 854 | \$ 125 |
| Thermal Resistivity (ASTM 5334, IEEE 442) | \$ 925 |
| Triaxial Shear, C.D., D 4767, T 297 | \$ 550 |
| Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt | \$ 450 |
| Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt | \$ 350 |
| Triaxial Shear, U.U., D 2850 | \$ 250 |
| Unconfined Compression, D 2166, T 208 | \$ 180 |

MASONRY

| | |
|---|--------|
| Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67 | \$ 70 |
| Brick Compression Test, C 67 | \$ 55 |
| Brick Efflorescence, C 67 | \$ 55 |
| Brick Modulus of Rupture, C 67 | \$ 50 |
| Brick Moisture as received, C 67 | \$ 45 |
| Brick Saturation Coefficient, C 67 | \$ 60 |
| Concrete Block Compression Test, 8x8x16, C 140 | \$ 70 |
| Concrete Block Conformance Package, C 90 | \$ 500 |
| Concrete Block Linear Shrinkage, C 426 | \$ 200 |
| Concrete Block Unit Weight and Absorption, C 140 | \$ 70 |
| Cores, Compression or Shear Bond, CA Code | \$ 70 |
| Masonry Grout, 3x3x6 prism compression, C 39 | \$ 45 |
| Masonry Mortar, 2x2 cube compression, C 109 | \$ 35 |
| Masonry Prism, half size, compression, C 1019 | \$ 120 |
| Masonry Prism, Full size, compression, C 1019 | \$ 200 |

REINFORCING AND STRUCTURAL STEEL

| | |
|---|--------|
| Chemical Analysis, A 36, A 615 | \$ 135 |
| Fireproofing Density Test, UBC 7-6 | \$ 90 |
| Hardness Test, Rockwell, A 370 | \$ 80 |
| High Strength Bolt, Nut & Washer Conformance, per assembly, A 325 | \$ 250 |
| Mechanically Spliced Reinforcing Tensile Test, ACI | \$ 175 |
| Pre-Stress Strand (7 wire), A 416 | \$ 170 |
| Reinforcing Tensile or Bend up to No. 11, A 615 & A 706 | \$ 75 |
| Structural Steel Tensile Test: Up to 200,000 lbs., A 370 | \$ 90 |
| Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI | \$ 80 |

CONCRETE

| | |
|---|----------|
| Compression Tests, 6x12 Cylinder, C 39 | \$ 35 |
| Concrete Mix Design Review, Job Spec | \$ 300 |
| Concrete Mix Design, per Trial Batch, 6 cylinder, ACI | \$ 850 |
| Concrete Cores, Compression (excludes sampling), C 42 | \$ 120 |
| Drying Shrinkage, C 157 | \$ 400 |
| Flexural Test, C 78 | \$ 85 |
| Flexural Test, C 293 | \$ 85 |
| Flexural Test, CT 523 | \$ 95 |
| Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI | \$ 275 |
| Lightweight Concrete Fill, Compression, C 495 | \$ 80 |
| Petrographic Analysis, C 856 | \$ 2,000 |
| Restrained Expansion of Shrinkage Compensation | \$ 450 |
| Splitting Tensile Strength, C 496 | \$ 100 |
| 3x6 Grout, (CLSM), C 39 | \$ 55 |
| 2x2x2 Non-Shrink Grout, C 109 | \$ 55 |

ASPHALT

| | |
|---|----------|
| Air Voids, T 269 | \$ 65 |
| Asphalt Mix Design, Caltrans (incl. Aggregate Quality) | \$ 4,500 |
| Asphalt Mix Design Review, Job Spec | \$ 180 |
| Dust Proportioning, CT LP-4 | \$ 85 |
| Extraction, % Asphalt, including Gradation, D 2172, CT 382 | \$ 250 |
| Extraction, % Asphalt without Gradation, D 2172, CT 382 | \$ 150 |
| Film Stripping, CT 302 | \$ 120 |
| Hveem Stability and Unit Weight D 1560, T 246, CT 366 | \$ 225 |
| Marshall Stability, Flow and Unit Weight, T 245 | \$ 240 |
| Maximum Theoretical Unit Weight, D 2041, CT 309 | \$ 150 |
| Moisture Content, CT 370 | \$ 95 |
| Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371 | \$ 1,000 |
| Slurry Wet Track Abrasion, D 3910 | \$ 150 |
| Superpave, Asphalt Mix Verification (incl. Aggregate Quality) | \$ 4,900 |
| Superpave, Gyroatory Unit Wt., T 312 | \$ 100 |
| Superpave, Hamburg Wheel, 20,000 passes, T 324 | \$ 1,000 |
| Unit Weight sample or core, D 2726, CT 308 | \$ 100 |
| Voids in Mineral Aggregate, (VMA) CT LP-2 | \$ 90 |
| Voids filled with Asphalt, (VFA) CT LP-3 | \$ 90 |
| Wax Density, D 1188 | \$ 140 |

AGGREGATES

| | |
|--|----------|
| Clay Lumps and Friable Particles, C 142 | \$ 180 |
| Cleaness Value, CT 227 | \$ 180 |
| Crushed Particles, CT 205 | \$ 175 |
| Durability, Coarse or Fine, CT 229 | \$ 205 |
| Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234 | \$ 180 |
| Flat and Elongated Particle, D 4791 | \$ 220 |
| Lightweight Particles, C 123 | \$ 180 |
| Los Angeles Abrasion, C 131 or C 535 | \$ 200 |
| Material Finer than No. 200 Sieve by Washing, C 117 | \$ 90 |
| Organic Impurities, C 40 | \$ 90 |
| Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1280 | \$ 1,250 |
| Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1280 | \$ 950 |
| Potential Reactivity of Aggregate (Chemical Method), C 289 | \$ 475 |
| Sand Equivalent, T 176, CT 217 | \$ 125 |
| Sieve Analysis, Coarse Aggregate, T 27, C 136 | \$ 120 |
| Sieve Analysis, Fine Aggregate (including wash), T 27, C 136 | \$ 145 |
| Sodium Sulfate Soundness, C 88 | \$ 450 |
| Specific Gravity and Absorption, Coarse, C 127, CT 206 | \$ 115 |
| Specific Gravity and Absorption, Fine, C 128, CT 207 | \$ 175 |

ROOFING

| | |
|--|--------|
| Roofing Tile Absorption, (set of 5), C 67 | \$ 250 |
| Roofing Tile Strength Test, (set of 5), C 67 | \$ 250 |

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.