

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

**TO:** Members of the Governing Board

**SUBJECT:** **CONTRACT AWARD TO NINYO & MOORE FOR  
SPECIAL INSPECTION AND TESTING SERVICES FOR  
THE VACAVILLE CENTER INTERSECTION  
IMPROVEMENTS PROJECT AND THE FIARFIELD  
CAMPUS ENTRY SIDEWALK 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 project special inspection and testing services for the Vacaville Center Intersection Improvements Project and the Fairfield Campus Entry Sidewalk Project, which includes specific observation and testing for the construction of these facilities. The scope of work of this contract includes providing all special inspections and materials testing as required by the California Building Code, 2013 Edition.

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**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing safety and security for students and staff

*Ed. Code:                      Board Policy: 3225; 3520                      Estimated Fiscal Impact: \$9,086 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

June 9, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.  
Superintendent-President

June 9, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
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**SUBJECT: CONTRACT AWARD TO NINYO & MOORE FOR  
SPECIAL INSPECTION AND TESTING SERVICES FOR  
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IMPROVEMENTS PROJECT AND THE FAIRFIELD  
CAMPUS ENTRY SIDEWALK PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Proposals were solicited from firms in the Board approved pool of project special inspection and testing firms. Responses were received from Consolidated Engineering Laboratories, Construction Testing Services, and Ninyo & Moore. Based on qualifications and price, Ninyo & Moore is considered the best value for this project.

The not to exceed price for each project will be as follows:

Vacaville Center Intersection Improvements Project	\$5,678
Fairfield Campus Entry Sidewalk Project	<u>\$3,408</u>
Total Contract Amount	\$9,086

The Governing Board is asked to approve a contract to Ninyo and Moore in an amount not to exceed \$9,086.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
Special Inspection and Testing for the Vacaville Center Intersection Improvement  
Project and the Fairfield Campus Entry Sidewalk Project**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 17th day of May, 2017 by and between the **Solano Community College District**, ("District") and **Ninyo & Moore** ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at District ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

**Services.** The Consultant shall provide **Special Inspection and Testing** services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

1. **Term.** Consultant shall commence providing services under this Agreement on June 21, 2017 and will diligently perform as required and complete performance by December 31, 2017, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. **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: _____

3. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **NINE THOUSAND EIGHTY SIX AND NO/100 (\$9,086.00)**, with fee breakdown as follows:

Vacaville Center Intersection Improvements Project, NTE \$5,678.00

Fairfield Campus Entry Sidewalk Project, NTE \$3,408.00

District shall pay Consultant according to the following terms and conditions:

- 3.1. 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.

- 3.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
- 3.3. Consultant shall invoice for each Project separately.
4. **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:
  - 4.1. Not applicable.
5. **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.
6. **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.
7. **Performance of Services.**
  - 7.1. **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.
  - 7.2. **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.
  - 7.3. **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.

7.4. **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.

8. **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.
9. **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.
10. **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.

## 11. Termination.

- 11.1. **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.
- 11.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 11.2.1. material violation of this Agreement by the Consultant; or
- 11.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 11.2.3. 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.

12. **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.

13. **Insurance.**

13.1. 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

13.1.1. **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.)

13.1.2. **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.

13.1.3. **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.

13.2. **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:

13.2.1. 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."

13.2.2. 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.

13.2.3. 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.

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

13.3. **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.

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

15. **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.

16. **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.

17. **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.

18. **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).
19. **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.
20. **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.
21. **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:
  - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **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.
23. **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.
24. **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  
Solano Community College, Building 1102  
4000 Suisun Valley Road  
Fairfield, California 94534

ATTN: Jason Yi  
Email: jason.yi@solano.edu

**Consultant:**

**Ninyo & Moore**  
1956 Webster Street, Suite 400  
Oakland, California 94612

ATTN: Ruchil Shah  
Email: rshah@ninyoamdmoore.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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days

unless otherwise specified.

34. **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.

35. **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.

36. **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: \_\_\_\_\_, 2017

Dated: \_\_\_\_\_, 2017

**Solano Community College District**

**Ninyo & Moore**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: LUCKY LOFTON

Print Name: \_\_\_\_\_

Print Title: 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.**

**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.)

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

- 1.1. Special Testing and Inspection services to verify compliance with the approved plans and specifications for this project. Basic services will include, but are not necessarily limited to, the following:
    - 1.1.1. Provide and coordinate onsite and offsite inspections and material testing and report to CM and DSA Inspector of Record (where applicable). A DSA IOR will be involved with the Campus Entry Sidewalk Project. An IOR will not be involved/required at the Vacaville Intersection Improvements Project; this project is subject to City inspection.)
    - 1.1.2. Provide semi-monthly reports to DSA (where applicable), PI, A/E, CM, PM and District
    - 1.1.3. Review progress of work as needed with the PI, A/E, CM, PM and District
    - 1.1.4. Provide review and comments on proposed contractor change orders for any work with special testing/inspection ramifications
    - 1.1.5. Provide Form 6 Final Verified Report to DSA (when applicable), with copies to IOR, District, 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 approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
  - 1.3. Where applicable, Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
  - 1.4. Where applicable, Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.
- 2.0 The estimated scope of field and lab work is as follows:
- 2.1.1 Vacaville Center Intersection Improvements Project (# 17-007)
- Concrete materials sampling for compressive strength test (signal pole foundations for city traffic signal)- 2 sets of 4 cylinders
  - Aggregate base (AB) placement and compaction –sample AB to determine moisture/density curve (ASTM 1557)
  - Field compaction testing of AB (subgrade in roadway and storm drain trench backfill) - 3 x 4 hr. site visits with nuclear gauge

- Hot mix asphalt (HMA) Paving - Testing & Sampling – pull samples from truck for AC Unit Weight, HVEEM Method (CTM-304) and AC Content/Sieve Analysis/Sand Equivalent
- Field compaction testing of HMA Paving: 2 x 4 hour site visits with nuclear gauge

2.1.2 Fairfield Campus Entry Sidewalk Project (# 17-008)

- Concrete materials sampling for compressive strength test (one light pole foundation for city street light) - 1 set of 4 cylinders (the intent is that the same pour will be used for some of the pathway light foundations; otherwise 2 separate samplings/sets may be desired)
- Aggregate base (AB) placement and compaction –sample AB to determine moisture/density curve (ASTM 1557)
- Field compaction testing of AB (subgrade in new sidewalks along Solano College Road) 2 x 4 hr. site visits with nuclear gauge

3.0 Other Responsibilities

- 3.1. Provide inspection and/or lab test reports to PI, A/E, CM, PM and District within 2 days of the site visit or lab test.
  - 3.2 Review progress of work as needed with the PI, A/E, CM, PM and District.
  - 3.3 Provide review and comment on proposed contractor change orders for any work with special testing/inspection ramifications.
- 4.0 Anticipated construction schedules are as follows:
- o Vacaville Center Intersection Improvements Project (# 17-007): August-Sept. 2017
  - o Fairfield Campus Entry Sidewalk Project (# 17-008): July-Aug. 2017

**EXHIBIT "B"**  
**BILLING RATE AND UNIT PRICES**

See attached pages 16, 17, 18 and 19 from Ninyo & Moore Proposal.

# 3. Not-to-Exceed Price and Schedule of Fees

## Not-to-Exceed price

The Vacaville Center Intersection Improvements Project (# 17-007) generally consists of signaling the existing intersection of N. Village Parkway and Vacaville Center Drive, constructing curb ramps and sidewalk, and regrading and repaving the intersection, installation of new traffic signal poles, signal controllers, electric service and conduits and wiring, and storm drain facilities. The intersection is within City of Vacaville right of way, and the parking lot entrance on the west side is on District property.

TABLE 1 - BREAKDOWN OF ESTIMATED FEE - VACAVILLE CENTER INTERSECTION IMPROVEMENTS					
<b>TASK 1 - ON SITE TESTING &amp; SPECIAL INSPECTION</b>					
Field Technician	Aggregate Base Placement Inspection and Compaction Testing	12 hours	@	\$ 85 /hour	\$ 1,020
Field Technician	Compaction Testing of Hot Mix Asphalt (HMA)	8 hours	@	\$ 85 /hour	\$ 680
Field Technician	Concrete Sampling and Testing	8 hours	@	\$ 85 /hour	\$ 680
Equipment Charge	Nuclear Gauge	20 hours	@	\$ 12 /hour	\$ 240
Vehicle Charge	Vehicle Usage	36 hours	@	\$ 10 /hour	\$ 360
Sample Pick up	Aggregate Sample, HMA Samples, Concrete Cylinders	8 hours	@	\$ 85 /hours	\$ 680
<b>Subtotal</b>					<b>\$ 3,660</b>
<b>TASK 2 - LABORATORY TESTING</b>					
Proctor Density, D1557, D698, CT216, T180	For On-Site Compaction Testing	1 test	@	\$ 260 /test	\$ 260
Hveem Stability and Unit Weight, CT 366	Asphalt Testing	1 test	@	\$ 195 /test	\$ 195
Extraction, Percent Asphalt, Includes Gradation, D2172, CT310	Asphalt Testing	1 test	@	\$ 215 /test	\$ 215
Compression Test, 6x12 Cylinder, C39	1 Set of 4 Cylinders / 50 Yards	8 tests	@	\$ 30 /test	\$ 240
<b>Subtotal</b>					<b>\$ 910</b>
<b>TASK 3 - PROJECT MANAGEMENT</b>					
Principal Engineer/Geologist	Consultation & Interim and Final Verified Reports	2 hours	@	\$ 155 /hour	\$ 310
Project Engineer/Geologist	Meetings, Project Co-ordination, Report Review & Distribution	6 hours	@	\$ 133 /hour	\$ 798
<b>Subtotal</b>					<b>\$ 1,108</b>
<b>TOTAL ESTIMATED FEES FOR MATERIALS TESTING AND SPECIAL INSPECTION</b>					<b>\$ 5,678</b>

The Fairfield Campus Entryway Improvements Project (# 17-008) generally consists of installing curb ramps and sidewalks to improve pedestrian accessibility at the intersection of Suisun Valley Road and Solano College Road and installing a new street light at the intersection and new pathway lights along the new sidewalk to be installed along Solano College Road. The intersection is within City of Fairfield right of way (City jurisdiction), and the area along Solano College Road is District property (DSA jurisdiction).

TABLE 1 - BREAKDOWN OF ESTIMATED FEE - FAIRFIELD CAMPUS ENTRYWAY IMPROVEMENTS						
TASK 1 - ON SITE TESTING & SPECIAL INSPECTION						
Field Technician	Aggregate Base Placement Inspection and Compaction Testing	8 hours	@	\$ 85 /hour	\$	680
Field Technician	Concrete Sampling and Testing	8 hours	@	\$ 85 /hour	\$	680
Equipment Charge	Nuclear Gauge	8 hours	@	\$ 12 /hour	\$	96
Vehicle Charge	Vehicle Usage	22 hours	@	\$ 10 /hour	\$	220
Sample Pick up	Aggregate Base and Concrete Cylinders	6 hours	@	\$ 85 /hours	\$	510
<b>Subtotal</b>						<b>\$ 2,186</b>
TASK 2 - LABORATORY TESTING						
Proctor Density, D1557, D698, CT216, T180	For On-Site Compaction Testing	1 test	@	\$ 260 /test	\$	260
Compression Test, 6x12 Cylinder, C39	1 Set of 4 Cylinders / 50 Yards	4 tests	@	\$ 30 /test	\$	120
<b>Subtotal</b>						<b>\$ 380</b>
TASK 3 - PROJECT MANAGEMENT						
Principal Engineer/Geologist	Consultation & Interim and Final Verified Reports	2 hours	@	\$ 155 /hour	\$	310
Project Engineer/Geologist	Meetings, Project Coordination, Report Review & Distribution	4 hours	@	\$ 133 /hour	\$	532
<b>Subtotal</b>						<b>\$ 842</b>
<b>TOTAL ESTIMATED FEES FOR MATERIALS TESTING AND SPECIAL INSPECTION</b>						<b>\$ 3,408</b>



# SCHEDULE OF FEES

## HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist .....	\$ 185
Senior Engineer/Geologist/Environmental Scientist.....	\$ 165
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 150
Project Engineer/Geologist/Environmental Scientist.....	\$ 140
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 125
Staff Engineer/Geologist/Environmental Scientist.....	\$ 115
GIS Analyst .....	\$ 110
Field Operations Manager .....	\$ 125
Supervisory Technician .....	\$ 110
Nondestructive Examination Technician, UT, MT, LP .....	\$ 110
Field/Laboratory Technician .....	\$ 90
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing).....	\$ 90
Technical Illustrator/CAD Operator.....	\$ 85
Information Specialist.....	\$ 85
Geotechnical/Environmental Assistant.....	\$ 80
Data Processing, Technical Editing, or Reproduction.....	\$ 70

## OTHER CHARGES

Expert Witness Testimony .....	\$ 400 /hr
Concrete Coring Equipment (includes one technician) .....	\$ 160 /hr
PID/FID Usage.....	\$ 130 /day
Anchor load test equipment (includes technician) .....	\$ 105 /hr
Hand Auger Equipment .....	\$ 65 /day
Inclinometer Usage .....	\$ 40 /hr
Vapor Emission Kits.....	\$ 40 /kit
Level D Personal Protective Equipment (per person per day) .....	\$ 30 /p/d
Rebar Locator (Pachometer).....	\$ 30 /hr
Nuclear Density Gauge Usage.....	\$ 13 /hr
Field Vehicle Usage.....	\$ 12 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

## NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

## INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

## TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

**SCHEDULE OF FEES FOR LABORATORY TESTING**

**Soils**

Atterberg Limits, D 4318, CT 204 .....	\$ 180
California Bearing Ratio (CBR), D 1883 .....	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422 .....	\$ 135
Consolidation, D 2435, CT 219 .....	\$ 275
Consolidation – Time Rate, D 2435, CT 219 .....	\$ 70
Direct Shear – Remolded, D 3080 .....	\$ 290
Direct Shear – Undisturbed, D 3080 .....	\$ 250
Durability Index, CT 229 .....	\$ 150
Expansion Index, D 4829, UBC 18-2 .....	\$ 240
Expansion Potential (Method A), D 4546 .....	\$ 180
Expansive Pressure (Method C), D 4546 .....	\$ 180
Geofabric Tensile and Elongation Test, D 4632 .....	\$ 165
Hydraulic Conductivity, D 5084 .....	\$ 300
Hydrometer Analysis, D 422, CT 203 .....	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils .....	\$ 110
Moisture Only, D 2216, CT 226 .....	\$ 30
Moisture and Density, D 2937 .....	\$ 50
Permeability, CH, D 2434, CT 220 .....	\$ 290
pH and Resistivity, CT 643 .....	\$ 160
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$80)	\$ 260
R-value, D 2844, CT 301 .....	\$ 425
Sand Equivalent, D 2419, CT 217 .....	\$ 110
Sieve Analysis, D 422, CT 202 .....	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202 .....	\$ 90
Specific Gravity, D 854 .....	\$ 200
Triaxial Shear, C.D, D 4767, T 297 .....	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	\$ 330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	\$ 190
Triaxial Shear, U.U., D 2850 .....	\$ 140
Unconfined Compression, D 2166, T 208 .....	\$ 100
Wax Density, D 1188 .....	\$ 90

**Roofing**

Built-up Roofing, cut-out samples, D 2829 .....	\$ 165
Roofing Materials Analysis, D 2829 .....	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5 .....	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5 .....	\$ 190

**Masonry**

Brick Absorption, 24-hour submersion, C 67 .....	\$ 45
Brick Absorption, 5-hour boiling, C 67 .....	\$ 55
Brick Absorption, 7-day, C 67 .....	\$ 60
Brick Compression Test, C 67 .....	\$ 45
Brick Efflorescence, C 67 .....	\$ 45
Brick Modulus of Rupture, C 67 .....	\$ 40
Brick Moisture as received, C 67 .....	\$ 35
Brick Saturation Coefficient, C 67 .....	\$ 50
Concrete Block Compression Test, 8x8x16, C 140 .....	\$ 60
Concrete Block Conformance Package, C 90 .....	\$ 1100
Concrete Block Linear Shrinkage, C 426 .....	\$ 120
Concrete Block Unit Weight and Absorption, C 140 .....	\$ 55
Cores, Compression or Shear Bond, CA Code .....	\$ 85
Masonry Grout, 3x3x6 prism compression, UBC 21-18 .....	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16 .....	\$ 30
Masonry Prism, half size, compression, UBC 21-17 .....	\$ 180

**Concrete**

Cement Analysis Chemical and Physical, C 109 .....	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39 .....	\$ 30
Concrete Mix Design Review, Job Spec .....	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI .....	\$ 750
Concrete Cores, Compression (excludes sampling), C 42 .....	\$ 55
Drying Shrinkage, C 157 .....	\$ 250
Flexural Test, C 78 .....	\$ 100
Flexural Test, C 293 .....	\$ 55
Flexural Test, CT 523 .....	\$ 100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI .....	\$ 250
Jobsite Testing Laboratory .....	Quote
Lightweight Concrete Fill, Compression, C 495 .....	\$ 55
Petrographic Analysis, C 856 .....	\$ 1,100
Splitting Tensile Strength, C 496 .....	\$ 80

**Reinforcing and Structural Steel**

Fireproofing Density Test, UBC 7-6 .....	\$ 70
Hardness Test, Rockwell, A-370 .....	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32 .....	\$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI .....	\$ 95
Pre-Stress Strand (7 wire), A 416 .....	\$ 140
Chemical Analysis, A-36, A-615 .....	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar .....	\$ 55
No. 11 Rebar .....	\$ 75
No. 18 Rebar .....	\$ 150
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370 .....	\$ 105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI .....	\$ 80
Tensile Test for Fiberwrap (ASTM D-3039) .....	\$ 675

**Asphalt Concrete**

Asphalt Mix Design, Caltrans .....	\$ 2,200
Asphalt Mix Design Review, Job Spec .....	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310 .....	\$ 215
Film Stripping, CT 302 .....	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366 .....	\$ 195
Marshall Stability, Flow and Unit Weight, T-245 .....	\$ 215
Maximum Theoretical Unit Weight, D 2041 .....	\$ 120
Swell, CT 305 .....	\$ 165
Unit Weight sample or core, D 2726, CT 308 .....	\$ 90
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality) .....	\$ 5,200
SuperPave, Gyrotory Unit Wt., T 312 .....	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324 .....	\$ 1,000

**Aggregates**

Absorption, Coarse, C 127 .....	\$ 35
Absorption, Fine, C 128 .....	\$ 35
Clay Lumps and Friable Particles, C 142 .....	\$ 100
Cleaness Value, CT 227 .....	\$ 160
Crushed Particles, CT 205 .....	\$ 140
Durability, Coarse, CT 229 .....	\$ 165
Durability, Fine, CT 229 .....	\$ 165
Los Angeles Abrasion, C 131 or C 535 .....	\$ 180
Mortar making properties of fine aggregate, C 87 .....	\$ 275
Organic Impurities, C 40 .....	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289 .....	\$ 390
Sand Equivalent, CT 217 .....	\$ 90
Sieve Analysis, Coarse Aggregate, C 136 .....	\$ 125
Sieve Analysis, Fine Aggregate (including wash), C 136 .....	\$ 125
Sodium Sulfate Soundness (per size fraction), C 88 .....	\$ 160
Specific Gravity, Coarse, C 127 .....	\$ 75
Specific Gravity, Fine, C 128 .....	\$ 110

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.