PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
NINYO & MOORE
FOR
ON CALL MATERIAL TESTING AND ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and NINYO & MOORE., hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide On-Call Material Testing and Engineering Services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Garreth Saiki, who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than (3) three years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Six Hundred Thousand Dollars ($600,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars ($10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).

B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

A. provide the name and policy number of each carrier and policy;

B. state that the policy is currently in force; and

C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:	TO CONSULTANT:
City of Huntington Beach ATTN: Joseph Dale 2000 Main Street Huntington Beach, CA 92648	Ninyo& Moore ATTN: Garreth Saiki 5710 Ruffin Road San Diego, CA 82123

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

NINYO & MOORE

By: _____
Avram Ninyo
print name
ITS: *(circle one)* Chairman/President/Vice President

AND

By: _____
ELAINE O. AUTUS
print name
ITS: *(circle one)* Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

_____
Mayor

_____
City Clerk

INITIATED AND APPROVED:

_____
Director of Public Works

REVIEWED AND APPROVED:

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

CONSULTANT shall provide consulting services on an "as-needed" basis for projects to be determined during the term of the agreement. During the term of the agreement, CITY may elect to solicit proposals from CONSULTANT. CITY shall issue task order for each project based upon the scope of services, work schedule, and fee proposal submitted to CITY for its review and approval.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

CONSULTANT'S duties and responsibilities shall be per CONSULTANT'S Statement of Qualification (Exhibit A), consistent with the City of Huntington Beach Request for Qualifications for On Call Materials Testing and Engineering Consulting Services. Upon award, and the contract period, the CONSULTANT can choose to assign different personnel to the project, CONSULTANT must submit the names and qualifications of these staff to CITY for approval before commencing work.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Furnish scope of work request for each project.

2. Furnish construction plans and specifications to the CONSULTANT

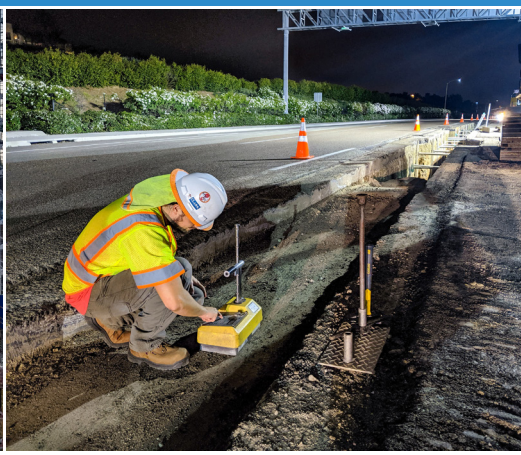
D. WORK PROGRAM/PROJECT SCHEDULE:

A project schedule will be developed for each project assigned by CITY.

Jennifer Anderson
Senior Buyer
City of Huntington Beach
200 Main Street
Huntington Beach, California 92648

Qualifications to Provide

On-Call Construction Material Testing & Inspection Services City of Huntington Beach



CELEBRATING 35 YEARS 1986 2021 NINYO & MOORE

August 17, 2021
Proposal No. P04-03337

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

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APPENDIX A

Resumes of Key Personnel

A. COVER LETTER

August 17, 2021

Proposal No. 04-03337

Ms. Jennifer Anderson
Senior Buyer
City of Huntington Beach
200 Main Street
Huntington Beach, California 92648

Subject: Response to Request for Proposal for On-Call Construction Materials Testing & Inspection Services City of Huntington Beach

Dear Ms. Anderson:

Ninyo & Moore is pleased to submit this proposal to provide construction material testing and inspection services to the City of Huntington Beach (City) in response to the City's Request for Proposals (RFP) dated July 2021. We fully understand the City's needs and desires for a qualified consultant that can respond quickly and effectively. We are ready to meet the City's requirements by making available dedicated professionals who have the requisite experience and resources to meet your project needs.

Some of the advantages Ninyo & Moore can provide to the City of Huntington Beach include:

RELEVANT EXPERIENCE – Ninyo & Moore is very familiar with the City's policies and procedures having provided materials testing services on various Public Works Construction projects. Ninyo & Moore also has a proven track record for providing on-call similar materials testing services to many other cities, counties, and other public agencies, including the cities of Fountain Valley, Newport Beach, Irvine, Rancho Santa Margarita, Mission Viejo, Brea, Anaheim, Los Angeles, Long Beach, Diamond Bar, La Habra, Riverside, Fontana, Rancho Cucamonga, and Moreno Valley; counties of Orange, Los Angeles, Riverside, and San Bernardino; the Los Angeles Unified School District, Riverside County Transportation Commission, John Wayne Airport Authority, Orange County Sanitation District, and many other agencies and municipalities. Ninyo & Moore is experienced with the coordination and administration of on-call contracts and can effectively provide responsive and comprehensive services to the City.

READY TO START WORK IMMEDIATELY –Our staff understands the technical and administrative requirements of on-call contracts as well as the geotechnical conditions throughout the region. In addition, the resources of Ninyo & Moore, one of the largest geotechnical consulting firms in southern California employing 500 professionals and possessing five

fully-equipped, in-house soil and materials testing laboratories in California (three in southern California), has the manpower and equipment necessary to provide the required services for this contract and we are ready to start work immediately. This contract will be managed by our local Irvine office.

EXPERIENCED PROFESSIONALS – A project team composed of highly experienced and California licensed geotechnical engineers, certified engineering geologists, civil engineers, geologists, hydrogeologists, multiple certified construction inspectors, and Caltrans certified field and laboratory technicians that are available for this contract.

CERTIFIED LABORATORIES AND EQUIPMENT – Our laboratories have been certified/accredited by various agencies including the City of Los Angeles, Caltrans, Division of the State Architect (DSA), American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratory (CCRL), and many other public agencies. Mr. Garreth Saiki, Principal Engineer for Ninyo & Moore's Irvine office, and has more than 33 years of experience in providing geotechnical and materials testing services. Mr. Saiki will serve as the Management Contact/Principal Engineer for this contract. He can be reached by telephone at (949) 753- 7070, ext. 12231; e-mail: gsaiki@ninyoandmoore.com; and fax; (949) 753-7071. Mr. Saiki is authorized to negotiate with the City of Huntington Beach on behalf of Ninyo & Moore and is seated in the Irvine office located at 475 Goddard, Suite 200, Irvine, California 92618.

We emphasize that this contract is of great importance to us. Ninyo & Moore does not have any exceptions to or deviations from the requirements of this project. We are fully prepared to make every possible commitment needed for the successful and timely completion of the project. We feel that our strongest asset is our satisfied clients and encourage the City to contact our references for our performance on their contracts. Your favorable consideration of this proposal is appreciated, and we look forward to being of service to the City of Huntington Beach.

Respectfully submitted,
NINYO & MOORE

Garreth Saiki, PE, GE
Management Contact/Principal Engineer

AR/GMS/emc

B. VENDOR APPLICATION FORM

REQUEST FOR PROPOSAL

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Ninyo & Moore Geotechnical & Environmental Sciences Consultants

Contact Person for Agreement: Garreth Saiki

Corporate Mailing Address: 5710 Ruffin Road

City, State and Zip Code: San Diego, California 82123

E-Mail Address: gsaiki@ninyoandmoore.com

Phone: (949) 753-07070 ext 12231 Fax: (949) 753-7071

Contact Person for Proposals: Garreth Saiki

Title: Principal Engineer E-Mail Address: gsaiki@ninyoandmoore.com

Business Telephone: (949) 753-07070 ext 12231 Business Fax: (949) 753-7071

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LIMITED LIABILITY PARTNERSHIP
☐ SOLE PROPRIETORSHIP
☐ UNINCORPORATED ASSOCIATION

1 of 2

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Avram Ninyo	President	(858) 576-1000 ext 11202
Elaine Autus	Corporate Secretary	(858) 576-1000 ext 11241
Garreth Saiki	Principal Engineer	(949) 753-7070 ext 12231

Federal Tax Identification Number: 33-0269828

City of Huntington Beach Business License Number: A257138
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: December 31, 2021

C. PRE-QUALIFIED FORM (EXHIBIT A)

PRE-QUALIFICATION FORM

ON-CALL MATERIAL TESTING & INSPECTION SERVICES

SERVICE CATEGORY	PROPOSING? Y/N (circle)
A. Material Testing & Inspection	Yes / No

GMS (Initial) Consultant is willing to execute the Agreement as drafted (See **Appendix B**).

GMS (Initial) Consultant is able to provide the insurance as required (See **Appendix C**).

Firm Name: Ninyo & Moore Geotechnical & Environmental Sciences Consultants

Firm Address: 475 Goddard, Suite 200, Irvine, California 92618

Signature: Garreth M. Saiki Date: August 17, 2021

D. SERVICE CATEGORY

FIRM QUALIFICATIONS

Ninyo & Moore Geotechnical and Environmental Sciences Consultants, a California Corporation, was established in 1986 to provide consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment. Since our inception, we have steadily grown to 500 professionals in 15 offices throughout the southwestern United States.

The experience of Ninyo & Moore's geotechnical staff encompasses projects throughout the southwestern United States, including evaluations for roads, highways, storm drains, pipelines, treatment plants, power plants, bridges, municipal and commercial structures, educational, medical and recreational facilities, tunnels, tanks, reservoirs, dams, waste-to-energy facilities, transmission towers, harbors and offshore structures, railroads, airports, low- and high-rise structures, landfills, and other public and private works. Our environmental staff has diverse experience in environmental assessments, water quality evaluations, environmental audits, regulatory compliance studies, water resources development, soil and groundwater contamination studies, and site remediation.

Ninyo & Moore has three fully equipped, certified soils and materials testing laboratory facilities in southern California supervised by registered engineers. Our laboratories are certified by the American Association of State Highway and Transportation Officials (AASHTO), the Cement and Concrete Reference Laboratory (CCRL), California Department of Transportation (Caltrans), DSA, the City of Los Angeles, and many other agencies. Our laboratories are equipped with the necessary testing equipment required for the proposed contract. The quality assurance manual for our laboratories assures that laboratory testing is documented and efficiently performed in accordance with the applicable testing standards. Our testing equipment is calibrated by independent, third-party calibration companies and is re-certified by the various agencies within their required time limitations. In addition to our many certifications, our laboratories participate in soil, asphalt, and concrete proficiency sampling programs, including those administered by the AASHTO Materials Reference Laboratory (AMRL), CCRL, and the Caltrans Reference Sample Program (RSP).

Key Personnel

The following paragraphs describe the individual qualifications of our key personnel who have all worked on similar contracts to this RFP. Due to the resources available at Ninyo & Moore, both in manpower and equipment, as well as the fact that geotechnical, materials, soils inspection and testing services is our area of expertise, we will be able to

staff the anticipated projects without the use of subconsultants. Ninyo & Moore will not present any staffing changes to the Management Contact, Project Manager, or other supporting staff and specialists without written permission from the City. Resumes for key personnel can be found in Appendix A.

Project Management Contact/Principal Engineer

Years of Experience: 33 | Office Location: Irvine

Mr. Garreth Saiki, P.E., G.E., will serve as the Management Contact/Principal Engineer for this contract. Mr. Saiki is a registered Civil Engineer and Geotechnical Engineer in the State of California and holds a Master Degree in Geotechnical Engineering from the University of California, Berkeley, as well as a Master Degree in Business Administration from the University of California, Davis. Mr. Saiki has more than 33 years of experience in the geotechnical field, the past 21 years at Ninyo & Moore. Mr. Saiki will provide oversight of our materials testing operations and review of the laboratory and field test results prior to submittal to the City. As our Laboratory Responsible Engineer, Mr. Saiki oversees our internal QA/QC Program. He is also familiar with the Caltrans Local assistance Procedures manual and the various Quality Assurance programs for various Cities.

Principal/Construction Services Manager

Years of Experience: 34 | Office Location: Irvine

Mr. Alfredo "Tino" Rodriguez will serve as Principal/Construction Services Manager and provide oversight of our field testing and inspection services. Mr. Rodriguez is an International Code Council (ICC) certified specialty inspector for structural concrete and has over 34 years' experience, the past 24 years with Ninyo & Moore, in providing specialty inspection, geotechnical and materials testing services. Mr. Rodriguez also has construction management experience. He reviews daily reports and test data, performs quality control and inspections and works closely with the project Construction Managers, Project Inspectors and Field Engineers in order to successfully closeout the projects assigned.

Laboratory Manager

Years of Experience: 15 | Office Location: Irvine

Our Laboratory Manager will be **Mr. James Dalgity**. Mr. Dalgity has over 15 years of experience in the geotechnical and materials testing industry. His experience includes both field and laboratory testing. As Laboratory Manager for Ninyo & Moore, Mr. Dalgity supervises the laboratory operations and is responsible for the technical quality of laboratory testing

procedures. Mr. Dalgity is responsible for laboratory equipment maintenance and calibrations. He is responsible for the maintaining and updating laboratory standards, such as ASTM, AASHTO, and Caltrans standard methods. He trains and supervises laboratory technicians for testing of soils, aggregate base materials, asphalt concrete, and concrete. He is responsible for the quality of laboratory technician testing procedures, conformance with testing standards, and agency certifications. He reviews laboratory test data and consults with engineers and engineering geologists regarding test data, sample preparation, and special testing procedures.

References

As requested in the RFP, we are providing references to demonstrate our past performance in providing construction material testing and inspection services to our public agencies clients within the last three years. Please contact these references at your convenience to discuss our past and/or current performance on their contracts.

Project Name	Description of Services	Client/ Client Contact	Project Dates
City of Fountain Valley, On-Call Materials Testing Key Personnel: Garreth Saiki, Tino Rodriguez, James Dalgity	On-call materials testing services during construction of the Residential Roadway Rehabilitation Projects	City of Fountain Valley Mr. Temo Galvez, Deputy City Engineer (714) 593-4400	2016- On-Going
City of Irvine, On-Call Geotechnical and Materials Testing Services Key Personnel: Garreth Saiki, Tino Rodriguez, James Dalgity	On-call geotechnical, environmental, and materials testing services	City of Irvine Mr. Rick Torres, Construction Inspection Supervisor (949) 724-7653	2013-2019
John Wayne Airport, On-Call Geotechnical Engineering, Materials Testing and Inspection Key Personnel: Garreth Saiki, Tino Rodriguez, James Dalgity	On-call geotechnical, materials testing and inspection.	John Wayne Airport Mr. Sean Lally, Airport Technical Assoc., Engineering (949) 252-6013	2015-2020
City of Rancho Santa Margarita, On-Call Geotechnical Engineering Services Key Personnel: Garreth Saiki, James Dalgity	On-call geotechnical engineering consulting, third-party review, emergency services, and material testing services for various city projects	City of Rancho Santa Margarita Mr. Brendan Dugan, City Engineer (949) 635-1805	2016-2021

Project Name	Description of Services	Client/ Client Contact	Project Dates
I-405 Improvement Project Key Personnel: Garreth Saiki, Tino Rodriguez, James Dalgity	16 miles of highway/ roadway improvements, land addition, bridges, on- and off-ramps	Caltrans District 12 Mr. Frank Mai, Senior Traffic Engineer (949) 279-8846	2020-On-Going

Unique Qualities, Overall Benefit, and Understanding of the Scope of Services

Ninyo & Moore has become a specialist in providing on-call services for public agencies. Through the years of providing on-call services, we have developed a management approach that enables us to provide our clients with responsive, efficient, and cost-effective services utilizing master agreement/on-call contracts with specific task order work assignment authorizations. The success of our approach is demonstrated through our long list of successful public agency on-call services contracts and the continued renewal of these contracts. This project management approach is constantly being improved to meet the ever changing needs of our clients. The following table lists some of the public agencies for which we have provided on-call services:

Ninyo & Moore On-Call Local Agency Experience			
Cities	City of Irvine City of Rancho Santa Margarita City of Mission Viejo City of Corona City of San Bernardino City of La Habra City of La Habra Heights	City of Moreno Valley City of Rancho Cucamonga City of Norwalk City of Rialto City of Ontario City of Diamond Bar City of Anaheim	City of Los Angeles City of Long Beach City of Pasadena City of Culver City City of La Mirada City of Fontana City of Riverside
Counties	County of Los Angeles, Department of Public Works County of Orange County of San Bernardino		
State Agencies	Caltrans Department of General Services Judicial Council of California, Administrative Office of the Courts		
Ports	Port of Long Beach Port of Los Angeles Port of San Diego Port of Oakland		
Utility Agencies	Inland Empire Utilities Agency Metropolitan Water District Orange County Sanitation District Orange County Water District Golden State Water District		Coachella Valley Water District South Coast Water District Southern California Edison

Schools	Saddleback Valley Unified School District Los Angeles Unified School District Long Beach Unified School District Norwalk-La Mirada Unified School District Long Beach Community College District	Pasadena Unified School District Moreno Valley Unified School District Santa Ana Unified School District Fullerton Joint Union High School District Brea Unified School District
Transportation	Metropolitan Transportation Agency Orange County Transportation Authority Riverside County Transportation Commission	John Wayne Airport San Bernardino Associated Governments Los Angeles World Airports

Ninyo & Moore has been providing geotechnical, materials testing and deputy inspection services for the County of Los Angeles (COLA), San Fernando Valley Family Support Center project. The project generally included a new 212,000 square foot 5-story office building and a 1,400 stall post tension concrete parking structure on 7 acres. Ninyo & Moore has provided excellent client service and a high level of responsiveness to meet the project challenging schedule and requirements. The multi-disciplined special inspectors that were dispatched to the job were highly competent self starters who saved the County thousands of dollars by being able to cover multiple tasks.

- John Battista
COLA Building Inspector
County of Los Angeles

I would like to take the opportunity to thank Ninyo & Moore for the excellent work it has performed over the past 16 years for the three organizations with which I have served: The Orange County Transportation Authority, the City of Garden Grove Economic Development Department and, currently, the Riverside County Transportation Commission. Ninyo & Moore has performed work under on-call agreements for each of these organizations for site assessment and remediation services, as well as other professional services.

The technical knowledge of the managers and staff, the ability to respond to multiple complex task orders simultaneously, the care in interactions with regulators and other stakeholders, the reasonableness of costs, and the firm's overall dedication to client services are all to be commended. Ninyo & Moore's assistance in assessing and remediating contaminated sites has proved invaluable to keeping fast-track programs on schedule. I would not hesitate to recommend Ninyo & Moore for contaminated site assessment and remediation projects in the future.

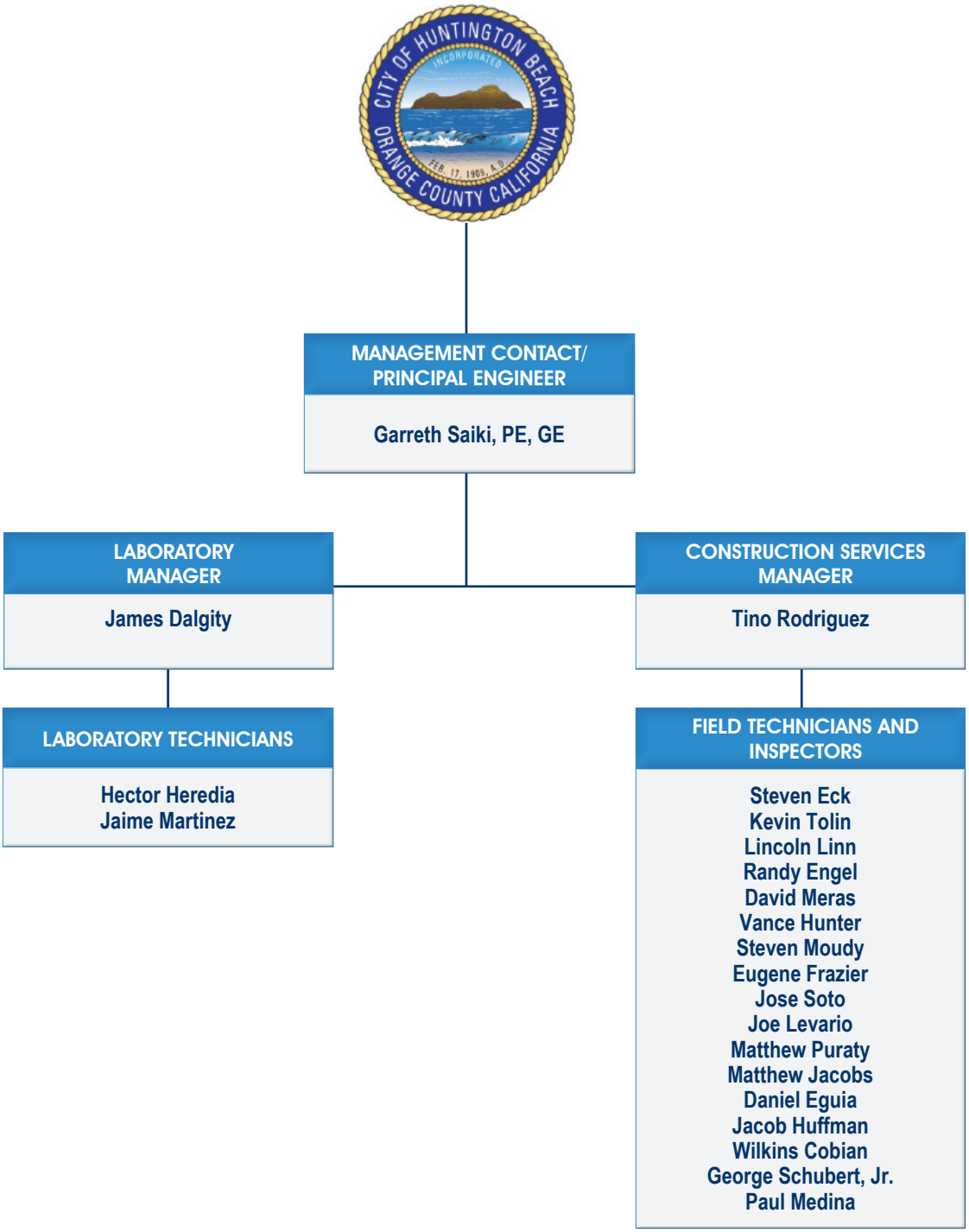
- Gina Gallagher
Senior Staff Analyst
Riverside County Transportation Commission

Ninyo & Moore has been providing geotechnical, materials testing, specialty inspection and environmental consulting services under contract with the Long Beach Unified School District since 2009. Ninyo & Moore provided a variety of these services in support of our District's Measure K Bond Program. Our Program has been extremely challenging, requiring a speedy response with a committed and experience team applying innovative technical solutions. Ninyo & Moore has provided excellent client services and a high level of responsiveness to our requirements.

- Vince Marchetti
Administrative Coordinator for Construction
Long Beach Unified School District

Preferred Staffing

The Organizational Chart below summarizes the structure of Ninyo & Moore's key personnel. For any staff changes, Ninyo & Moore will provide the City with resumes and qualifications for approval prior to them working on any projects. Resumes and certifications are presented in Appendix A.



Field Technicians and Inspectors

Ninyo & Moore's field staff is highly experienced and qualified to provide testing and inspection services for an extensive range of project requirements. Ninyo & Moore's field and laboratory technicians maintain certifications with Caltrans, ACI, ICC, AWS-CWI, DSA, BNSF and OSHA, and possess a working knowledge of the requirements and procedures as specified by these agencies. Below is a sampling of our available field and laboratory technicians located in our Irvine office that are extensively experienced at providing geotechnical soils and materials testing services and special inspection for construction projects.

Team Member	Role	Registrations/Certifications	Years Experience
Steven Eck	Senior Field Technician	ACI Concrete Field Testing Technician Grade I City of Los Angeles Special Inspector ICC Soils Special Inspector OSHA 40 Hour Hazwoper Certification OSHA Excavation Competent Person Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	40
Kevin Tolin	Senior Field Technician	ACI Field Testing Technician Grade I Caltrans Concrete Test Methods 523.1 Caltrans Concrete Test Methods 504, 518, 524, 533, 539, 540, 556, 557 Caltrans Sampling Highway Materials Test Method 125 Caltrans Soils and Aggregates Test Methods 216, 231 OSHA 40 Hour Hazwoper Certification OSHA 8 Hour Hazwoper Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	34
Lincoln Linn	Senior Field Technician	ACI Field Testing Technician Grade I City of Los Angeles Special Inspector ICC Soils Special Inspector OSHA 40 Hour Hazwoper Certification OSHA 8 Hour Hazwoper Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	28
Randy Engel	Senior Field Technician	ACI Concrete Field Testing Technician Grade I BNSF Contractor, No. UIBNSFCACA041900696 Caltrans 105, 125, 201, 202, 205, 216, 217, 226, 229 Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	26
David Meras	Special Inspector	ACI Concrete Field Testing Technician Grade I AWS Certified Welding Inspector Caltrans Concrete Test Methods 504, 518, 523, 533, 539, 540, 557 Caltrans Sampling Test Method 125, 125.2, 125.3, 125.4, 125.5, 125.6 Caltrans Soils and Aggregates (Methods 216, 231) ICC Soils Special Inspector ICC Structural Steel & Bolting Special Inspector ICC Structural Welding Special Inspector OSHA Excavation Competent Person Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	24
Hector Heredia	Senior Laboratory Technician	AASHTO T209, T238, T248, T255, T269, T275, T283, CT371 Moisture Susceptibility and Tensile Stress Ratio AASHTO T11, T27, R47, R76, T166, T176 Sieve Analysis (Washing) - Fine Aggregates AASHTO T308, T312, T324, T329, T335, SuperPave and Gyratory Compactor AASHTO T324 SuperPave Hamburg Wheel ACI Concrete Strength Testing Technician Caltrans Soils and Aggregates Test Methods 206, 229, 301, 304, 308, 309, 366, 370, 382 Caltrans Soils and Aggregates Test Methods 105, 201, 202, 217, 226, 227	21

Team Member	Role	Registrations/Certifications	Years Experience
Vance Hunter	Senior Field Technician	ACI Field Testing Technician Grade I Caltrans Concrete Test Methods 504, 518, 523.1, 533, 539, 540, 556, 557 Caltrans Sampling Test Method 125 Caltrans Soils and Aggregates Test Methods 105, 201, 202, 205, 216, 217, 226, 227 eRailSafe System Badge, 300882 OSHA 40 Hour HAZWOPER Certification OSHA 8 Hour HAZWOPER Certification OSHA Excavation Competent Person Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	21
Jaime Martinez	Laboratory Technician	ACI Aggregate Testing Technician Level I ACI Concrete Laboratory Testing Technician Levels I and II ACI Concrete Strength Testing Technician Caltrans Concrete Test Methods 521 Caltrans Sampling Highway Materials Test Methods 125 AGG, 125 HMA Caltrans Soils and Aggregate Test Methods 105, 201, 202, 205, 216, 217, 226, 227, 229 Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	6
Steven Moudy	Senior Field Technician	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	20
Eugene Frazier	Senior Field Technician	16-Hour Asbestos O&M Initial Certification ACI Field Testing Technician Grade I Caltrans Concrete Test Methods 504, 518, 523.1, 524, 533, 539, 540, 556, 557 Caltrans Sampling Highway Materials Test Method 125 Caltrans Soils and Aggregates Test Methods 105, 125, 201, 202, 205, 216, 217, 226, 227, 229 John Wayne Airport Security Badge OSHA 40 Hour Hazwoper Certification OSHA 8 Hour Hazwoper Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	19
Jose Soto	Special Inspector	ACI Concrete Field Testing Technician Grade I AWS Certified Welding Special Inspector DSA Masonry Special Inspector, #5432 ICC Prestressed Concrete Special Inspector ICC Reinforced Concrete Special ICC Spray-applied Fireproofing Special Inspector ICC Structural Masonry Special Inspector ICC Structural Steel & Bolting Special Inspector ICC Structural Welding Special Inspector OSHA Excavation Competent Person Certification USDOT HAZMat Refresher Training	19
Joe Levario	Senior Field Technician	ACI Concrete Field Testing Technician Grade I BNSF Contractor, No. UIBNSFCACA011902740 Caltrans Concrete Test Methods 504, 518, 523, 533, 539, 540, 556, 557 Caltrans Sampling Test Method 105, 125 Caltrans Soils Test Methods 201, 202, 205, 216, 217, 226, 227 eRailSafe, Contractor, No. 727113 OSHA Excavation Competent Person Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	16
James Dalgity	Laboratory Manager	ACI Aggregate Testing Technician Level I ACI Concrete Field Testing Technician Grade I ACI Concrete Laboratory Technician Level I ACI Concrete Laboratory Testing Technician level II ACI Concrete Strength Testing Technician Caltrans Concrete Test Methods 504, 518, 521, 523, 533, 539, 540, 556, 557 Caltrans Sampling Test Method 125 Caltrans Soils Test Methods 105, 201, 202, 211, 216, 217, 226, 227 Caltrans Soils Test Methods 205, 207, 234, 235 Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	15
Matthew Puraty	Senior Field Technician	ACI Concrete Field Testing Technician Grade I OSHA Excavation Competent Person Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	15

Team Member	Role	Registrations/Certifications	Years Experience
Matthew Jacobs	Senior Field Technician	ACI Concrete Field Testing Technician Grade I City of Los Angeles Deputy Building Inspector - Grading, No. P030742 City of Los Angeles Special Inspector ICC Reinforced Concrete Special Inspector ICC Soils Special Inspector OSHA 10 Hour Certification OSHA 40 Hour Hazwoper Certification OSHA Excavation Competent Person Radiation (Nuclear Gauge) User Safety USDOT, HAZMAT 49CFR 172, Subpart H	14
Daniel Eguia	Senior Field Technician	ACI Concrete Field Testing Technician Grade I BNSF Contractor, No. UIBNSFCACA041900697 Caltrans Concrete Test Methods 504, 518, 523.1, 533, 539, 540, 556, 557 Caltrans Sampling Highway Materials Test Method 125 Caltrans Soils Test Methods 105, 201, 202, 217, 227 Caltrans Test Methods 125, 216, 231 Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	13
Jacob Huffman	Special Inspector	ACI Concrete Field Testing Technician Grade I Caltrans Concrete Test Methods 504, 518, 523.1, 533, 539, 540, 543, 556, 557 Caltrans Soils and Aggregates Test Methods 105, 125, 201, 202, 205, 216, 217, 226, 227, 229 ICC Reinforced Concrete Inspector OSHA Excavation Competent Person Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	12
Wilkins Cobian	Senior Field Technician	ACI Concrete Field Testing Technician Grade I ACI Concrete Strength Testing Technician BNSF, No. UIBNSFCACAA021901573 Caltrans Soils and Aggregates (105, 125, 201, 202, 205, 216, 217, 226, 227, 229) Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	10
George Schubert, Jr.	Senior Field Technician	ACI Concrete Field Testing Technician Grade I OSHA Excavation Competent Person Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	9
Paul Medina	Special Inspector	ACI Adhesive Anchor Installation Inspector ACI Concrete Field Testing Technician Grade I ACI Concrete Strength Testing Technician City of Newport Beach Concrete and Masonry Inspector City of Los Angeles Deputy Building Inspector City of Long Beach Epoxy Inspector City of Long Beach Fire-Proofing Inspector City of Long Beach Prestressed Inspector City of Long Beach Reinforced Concrete Inspector DSA Masonry Special Inspector ICC California Commercial Building Inspector ICC Prestressed Concrete Special Inspector ICC Reinforced Concrete Special Inspector ICC Soils Special Inspector ICC Spray-Applied Fireproofing Special Inspector ICC Structural Steel and Bolting Inspector ICC Structural Masonry Special Inspector OSHA Excavation Competent Person Certification USDOT HAZMat Refresher Training	7

Understanding and Methodology

Ninyo & Moore will utilize the project management style and approach that we have successfully developed for past and current on-call contracts with public agencies. Throughout the contract duration, Mr. Garreth Saiki, our proposed Management Contact, will meet with the representative(s) of the City to discuss task order assignments and the anticipated services required for those projects. Upon notification of a task order request, we will commence our services. The paragraphs that follow the flow chart describe the typical services for each step in the flow chart.

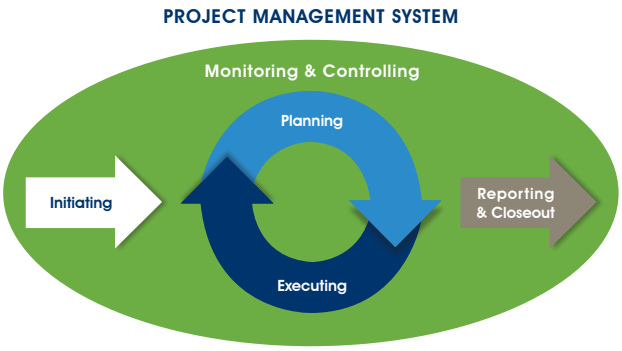
1. **Develop Scope of Work** – The initial step in our approach is to meet with the City Project Manager in order to get clear understanding of the project and our expected services. For the materials testing and inspection services, we will review the approved plans and specifications and will develop a detailed scope of services indicating anticipated man-hours by discipline for the required materials testing and inspection services. We will submit this plan to the City Project Manager for approval and will provide monthly updates to the City Project Manager as construction progresses.

2. **Project Personnel Utilization** – Upon approval of our scope of work, we will assign the appropriately certified personnel to the project based on the specific needs of the project. Our large pool of licensed professional geotechnical engineers, inspectors, and technicians will be utilized for our task orders. Our multiple-certified special deputy inspectors and our certified field and laboratory technicians will be readily available for assignment during construction. Our project management approach and in-house computerized data base ensure that we have the appropriately certified personnel assigned during construction. We will also review the contractor's schedule in order to plan accordingly and anticipate the future inspections and testing requests.

3. **Sampling Protocol and Document Control** – We will next establish the sampling protocols required for the project, based on the project specifications and the requirements of the City and other governing specifications. Our document control system provides unique identification of daily reports and laboratory conformance testing for each project assignment. These systems are a part of our Quality Systems Program and will be utilized for each task order assignment.

4. **Establish Communication Lines** – The next step in our approach is to establish the communication lines for the project, including the authorized client representative who will be requesting our services. We will also request the approved distribution list for our inspection reports, daily field reports, and laboratory conformance test results. On past projects, Project Managers have coordinated our services in the field and distributed our reports. On other past projects, we were scheduled by on-site client representatives and distributed our reports to the approved distribution list. We will provide our services to meet the City's needs. Often we will attend preconstruction meetings with the contractor and obtain from the City the approved distribution list for our materials testing and inspection reports as well as our laboratory conformance testing results. We will also provide the City representatives with our personnel's mobile telephone numbers, and e-mail addresses for communication during the project. We will also establish the communication lines between the City Project Manager, Project Inspector, and the contractors' and sub-contractors' representatives.

5. **Utilize Our Project Controls** – Ninyo & Moore utilizes an internal project control system that includes budget, schedule, and document review and control. Our project manager will utilize our in-house system to keep the City Project Manager informed about the status of our services during our materials testing and inspection services during construction. We include monthly progress reports indicating the amount billed to date along with a comparison to the overall task order budget and the overall construction schedule. Our quality control includes review of our laboratory conformance test results by a California licensed engineer.



6. **Perform Field and Laboratory Testing** – When construction commences, we will provide the necessary personnel and equipment to inspect and test the construction materials quality and contractor's construction methods in order to document conformance to the project plans and specifications. We will also sample the construction materials as required and per-form laboratory conformance tests as specified. Our field personnel are all issued laptop computers to pro-duce the daily field reports electronically. The results of our inspections and tests will be forwarded to the City representatives at the end of each working day. Immediate notification will be provided via phone and/or e-mail if we find non-conformance in materials or workmanship. Our local laboratory facilities will perform 100 percent of the soils and materials laboratory work for this contract. They are certified in compliance with ASTM E-329 and are approved/accredited by the City of Los Angeles, Division of the State Architect (DSA), Metropolitan Transportation Authority (Metro), Caltrans, and the Cement and Concrete Reference Laboratory (CCRL).

7. **Quality Assurance Review** – We understand the importance of reliability of our inspections and test results. Therefore, we have a Quality Assurance Plan in place that provides written procedures for our services. Our Quality Assurance Plan is overseen by a California licensed engineer and includes review of our training procedures, as well as participation in third party review and inspection of our facilities. All of our laboratory conformance tests are re-viewed by a California licensed engineer prior to submittal.

8. **Reports** – Written reports are required for project documentation. We will submit our written reports electronically during construction, as established in the communications structure for the project that was determined during the project initiation stage. Passing tests and inspections will be filed in accordance with the document control system. Non-conforming reports will be maintained in a non-conformance log that will be maintained by our office. Non-conformance areas will need to be remedied in accordance with the project requirements. When non-conforming materials or workmanship are remedied, we will document the acceptance in the non-conformance log for project close-out purposes.

9. **Project Close-Out** – The final step in our approach is the closing out of the project and providing the project documentation to the City. For our geotechnical and geologic engineering services, this phase of the project

development is typically complete at the submittal and approval of the project design. For construction services, our materials testing and inspection reports compiled and summarized for submittal to the City and/or appropriate government agency. We will also provide as-graded geotechnical and geologic reports as appropriate, signed by the California licensed Geotechnical Engineer and Certified Engineering Geologist in responsible charge of the project.

SCHEDULING / TURNAROUND TIME

Ninyo & Moore's project managers are available throughout the duration of all project assignments. Twenty-four-hours-a-day, seven-days-a-week, point-of-contact telephone/cell phone numbers are provided to the designated project manager/representative(s). Client requests are addressed immediately and emergency response to those projects requiring it is provided throughout the duration of the project. If required, Ninyo & Moore project managers can accelerate project scheduling without compromising quality by adding additional professional staff and working extended hours and weekends. Ninyo & Moore has several facsimile machines, courier, and e-mail services for purposes of transmit-ting/sending information immediately following such requests.

> *"Ninyo & Moore's range of technical expertise, commitment, and responsiveness demonstrates the company's major strengths which exemplify excellent client service and a high level of responsiveness."*
>
> - Gregg Gipe
> Project Development/
> City of Irvine

E. RATE SHEET

As requested a detailed hourly rate schedule has been uploaded to Planetbids

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.

3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:

   A) Reference this Agreement;
   B) Describe the services performed;
   C) Show the total amount of the payment due;
   D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
   E) For all payments include an estimate of the percentage of work completed.

   Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 210
Senior Engineer/Geologist/Environmental Scientist	$ 200
Senior Project Engineer/Geologist/Environmental Scientist	$ 195
Project Engineer/Geologist/Environmental Scientist	$ 185
Senior Staff Engineer/Geologist/Environmental Scientist	$ 170
Staff Engineer/Geologist/Environmental Scientist	$ 155
GIS Analyst	$ 130
Technical Illustrator/CAD Operator	$ 110

Field Staff

Certified Asbestos/Lead Technician	$ 195
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	$ 110
Technician	$ 110

Administrative Staff

Information Specialist	$ 90
Geotechnical/Environmental/Laboratory Assistant	$ 95
Data Processor	$ 75

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 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

For field and laboratory technicians and special inspectors, 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 technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

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
Geofabric 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	$ 220
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, 2x4 cylinder 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	$ 150
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	$ 85
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, Gyratory 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
Cleanness 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 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 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.

AEV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: Jennifer Aguirre PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com
INSURED Ninyo & Moore Geotechnical & Environmental Sciences Consultants 475 Goddard, Suite 200 Irvine CA 92618 NINY&MO-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Evanston Insurance Company — 35378 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 35297524 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab X OCP GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	Y	Y	6308986R247	10/3/2021	10/3/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	8107N033091	10/3/2021	10/3/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	Y	Y	CUP9J428527	10/3/2021	10/3/2022	EACH OCCURRENCE AGGREGATE $	$ 9,000,000 $ 9,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB6P428399	5/1/2021	5/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab. & Contractor's Pollution Liab. Computer Network Security		Y	MKLV7PL0004694	5/1/2021	10/3/2022	Per Claim Annual Aggregate	5,000,000 5,000,000

APPROVED AS TO FORM
10/8/2021
By: _____
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
N&M Project Number/Name: #041RV02-03337 / City of Huntington Beach/ On-Call Materials Testing & Inspection Services & Engineering Services.

CERTIFICATE HOLDER

City of Huntington Beach
Attn: Keegan Olds
2000 Main Street
City Hall 1st Floor
Huntington Beach, CA 92648

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stefanie Fuller