

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
LEIGHTON CONSULTING, INC.
FOR
ON-CALL MATERIALS 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 LEIGHTON CONSULTING, INC., a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call Materials 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 Edward Che, PE, GE 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 three (3) 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:

City of Huntington Beach
ATTN: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Leighton Consulting, Inc.
ATTN: Thomas C. Benson Jr.
17781 Cowan
Irvine, CA 92614

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. GENERAL PRINCIPALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply generally accepted accounting principles and good business practices. CONSULTANT shall, at its own expense, furnish all cost items associated with the proposed services except as specified to be furnished by City. CONSULTANT shall retain financial records, supporting documents, statistical records, and all other records pertinent to the proposed services for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

30. NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONSULTANT shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of

1964 (42 U.S.C 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONSULTANT shall ensure that proposed activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

31. MBE AND WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women owned business enterprises in the City's procurement process.

CONSULTANT agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of a contract. CONSULTANT may rely on written representations by consultants, advisors and contractors regarding their status. CONSULTANT shall report to the City the names of all consultants, advisors and contractors hired for the proposed services and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONSULTANT shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for a contract by:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises;
- and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

32. DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONSULTANT agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of a contract.

33. RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONSULTANT shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to City upon request.

34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

36. NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this document, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

37. 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.

CONSULTANT,

LEIGHTON CONSULTING, INC.

By: 

THOMAS C. BENSON, JR., 12/19/2022

print name

ITS: (circle one) Chairman President Vice President

AND

By: 

Joseph A. Dean 1/4/2023

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"

1. For some projects the consultant shall be responsible for all the tests as required by the Caltrans Standard Specifications and the Project Special Provisions.

2. Any required sampling and testing shall be done by personnel and laboratory with the appropriate accreditation for the testing and sampling designated to perform. Proof of the appropriate accreditation shall be submitted for approval by the City.

3. Provide a qualified technician as necessary to conduct density tests as required. The tests will be performed with a nuclear densometer in accordance with ASTM D2922 or sand cone in accordance with ASTM D1556. Maximum density curves (ASTM D1557) will be performed on various material types as they are encountered.

4. Provide an ACI-certified technician as necessary to make sets of concrete cylinders as needed and perform slump tests for minor concrete and bridge structure concrete.

5. Perform compression strength tests on concrete cylinders in accordance with ASTM C39 for bridge structure concrete.

6. Consultant shall keep records of all samples and tests in the project files as permanent job records. Materials incorporated into the project, represented by failing tests, must be documented in the project files also. Test results shall cite applicable contract requirements, test and/or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Test results shall be signed by a testing laboratory representative authorized to sign certified documentation and forward to the City.

7. Maintain a rework items list of work performed that does not comply with the Contract. The Contractor shall be responsible for including on this list items needing rework including those identified by the Engineer.

8. Maximum density tests shall be performed at the job site unless otherwise approved by the City Engineer.

9. Consultant shall keep records of all samples and tests in the project files as permanent job records. Materials incorporated into the project, represented by failing tests, shall also be documented in the project files.

10. Consultant shall use the most economical mode of transportation available consistent with the time element involved.

11. Project Certification – Send a materials certification memorandum to the Public Works Contract Administrator, City of Huntington Beach, upon completion of the project. File a copy of the memorandum in the job files. Note all non-conforming materials on the memorandum. This includes materials accepted at reduced pay factors.

12. A California licensed engineer shall sign the materials certification memorandum.

13. Any Non-Compliance results of materials shall be reported to the City's Project Manager and City Project Inspector within twenty-four (24) hours from the time of sampling.

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.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant or Subconsultant: Leighton Consulting, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. As-Needed Professional Engineering Services Contract No. RFQ 2022 Participation Amount: TBD Date: January 3, 2023

Combined Indirect Cost Rate (ICR)

Fringe Benefit % + General & Administrative %

48.34% + 107.73%

Fee %

= 156.07%

= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Djan Chandra, PE, GE	\$370.74	\$370.74	\$370.74	3/9/2022	3/9/2023	\$131.62	0%	N/A
Senior Principal	\$381.87	\$381.87	\$381.87	3/10/2023	3/9/2024	\$135.57	3.00%	N/A
Exempt	\$393.33	\$393.33	\$393.33	3/10/2024	3/10/2025	\$139.64	3.00%	N/A
Ed Che, PE, GE	\$216.16	\$216.16	\$216.16	3/9/2022	3/9/2023	\$76.74	0%	N/A
Principal	\$222.64	\$222.64	\$222.64	3/10/2023	3/9/2024	\$79.04	3.00%	N/A
Exempt	\$229.31	\$229.31	\$229.31	3/10/2024	3/10/2025	\$81.41	3.00%	N/A
Roderick Marcia, PE	\$242.78	\$242.78	\$242.78	3/9/2022	3/9/2023	\$86.19	0%	N/A
Associate	\$250.07	\$250.07	\$250.07	3/10/2023	3/9/2024	\$88.78	3.00%	N/A
Exempt	\$257.57	\$257.57	\$257.57	3/10/2024	3/10/2025	\$91.44	3.00%	N/A
Jason Choi	\$113.07	\$113.07	\$113.07	3/9/2022	3/9/2023	\$40.14	0%	N/A
Senior Staff Engineer	\$116.45	\$116.45	\$116.45	3/10/2023	3/9/2024	\$41.34	3.00%	N/A
Exempt	\$119.94	\$119.94	\$119.94	3/10/2024	3/10/2025	\$42.58	3.00%	N/A
Joel Backham	\$149.46	\$149.46	\$149.46	3/9/2022	3/9/2023	\$53.06	0%	N/A
Field/Lab Supervisor	\$153.94	\$153.94	\$153.94	3/10/2023	3/9/2024	\$54.65	3.00%	N/A
Exempt	\$158.56	\$158.56	\$158.56	3/10/2024	3/10/2025	\$56.29	3.00%	N/A
Buu Tran	\$141.40	\$141.40	\$141.40	3/9/2022	3/9/2023	\$50.20	0%	N/A
CAD Operator	\$145.66	\$145.66	\$145.66	3/10/2023	3/9/2024	\$51.71	3.00%	N/A
Exempt	\$150.02	\$150.02	\$150.02	3/10/2024	3/10/2025	\$53.26	3.00%	N/A
Alberto Lopez	\$107.66	\$126.77	\$145.88	3/9/2022	3/9/2023	\$38.22	0%	N/A
Senior Technician	\$110.90	\$130.58	\$150.27	3/10/2023	3/9/2024	\$39.37	3.00%	N/A
Non-Exempt Off Site	\$114.22	\$134.50	\$154.77	3/10/2024	3/10/2025	\$40.55	3.00%	N/A
Guy Kendall	\$97.18	\$114.43	\$131.68	3/9/2022	3/9/2023	\$34.50	0%	N/A
Senior Technician	\$100.11	\$117.88	\$135.65	3/10/2023	3/9/2024	\$35.54	3.00%	N/A
Non-Exempt Off Site	\$103.12	\$121.43	\$139.73	3/10/2024	3/10/2025	\$36.61	3.00%	N/A
Kristopher Perez	\$98.59	\$116.09	\$133.59	3/9/2022	3/9/2023	\$35.00	0%	N/A
Senior Technician	\$101.54	\$119.57	\$137.59	3/10/2023	3/9/2024	\$36.05	3.00%	N/A
Non-Exempt Off Site	\$104.59	\$123.15	\$141.72	3/10/2024	3/10/2025	\$37.13	3.00%	N/A
Richard Fernandez	\$98.59	\$116.09	\$133.59	3/9/2022	3/9/2023	\$35.00	0%	N/A
Senior Technician	\$101.54	\$119.57	\$137.59	3/10/2023	3/9/2024	\$36.05	3.00%	N/A
Non-Exempt Off Site	\$104.59	\$123.15	\$141.72	3/10/2024	3/10/2025	\$37.13	3.00%	N/A
James Flack	\$143.94	\$169.49	\$195.04	3/9/2022	3/9/2023	\$51.10	0%	N/A
Senior Special Inspector	\$148.25	\$174.56	\$200.88	3/10/2023	3/9/2024	\$52.63	3.00%	N/A
Non-Exempt Off Site	\$152.70	\$179.80	\$206.91	3/10/2024	3/10/2025	\$54.21	3.00%	N/A
Richard LeRitz	\$114.81	\$135.19	\$155.57	3/9/2022	3/9/2023	\$40.76	0%	N/A
Senior Special Inspector	\$118.25	\$139.24	\$160.23	3/10/2023	3/9/2024	\$41.98	3.00%	N/A
Non-Exempt Off Site	\$121.80	\$143.42	\$165.04	3/10/2024	3/10/2025	\$43.24	3.00%	N/A
Stacy Welmer	\$131.82	\$155.22	\$178.62	3/9/2022	3/9/2023	\$46.80	0%	N/A
Senior Special Inspector	\$135.77	\$159.87	\$183.97	3/10/2023	3/9/2024	\$48.20	3.00%	N/A
Non-Exempt Off Site	\$139.85	\$164.68	\$189.50	3/10/2024	3/10/2025	\$49.65	3.00%	N/A
Prevailing Wage Technician	\$154.02	\$181.36	\$208.70	3/9/2022	3/9/2023	\$54.68	0%	N/A
Senior Field Technician	\$158.64	\$186.80	\$214.96	3/10/2023	3/9/2024	\$56.32	3.00%	N/A
Non-Exempt Off Site	\$163.40	\$192.41	\$221.41	3/10/2024	3/10/2025	\$58.01	3.00%	N/A
Prevailing wage Special Inspector	\$159.03	\$187.26	\$215.49	3/9/2022	3/9/2023	\$56.46	0%	N/A
Senior Special Inspector	\$163.80	\$192.87	\$221.95	3/10/2023	3/9/2024	\$58.15	3.00%	N/A
Non-Exempt (ON-SITE)	\$168.70	\$198.64	\$228.59	3/10/2024	3/10/2025	\$59.89	3.00%	N/A
Lynne Rees	\$103.57	\$121.96	\$140.34	3/9/2022	3/9/2023	\$36.77	0%	N/A
Project Administrator	\$106.67	\$125.61	\$144.54	3/10/2023	3/9/2024	\$37.87	3.00%	N/A
Non-Exempt (Office)	\$109.88	\$129.39	\$148.89	3/10/2024	3/10/2025	\$39.01	3.00%	N/A
Beata Lackl	\$76.62	\$76.62	\$76.62	3/9/2022	3/9/2023	\$27.20	0%	N/A
Project Administrator	\$78.93	\$78.93	\$78.93	3/10/2023	3/9/2024	\$28.02	3.00%	N/A
Non-Exempt (Office)	\$81.29	\$81.29	\$81.29	3/10/2024	3/10/2025	\$28.86	3.00%	N/A
Shadab Motamedi	\$67.60	\$79.60	\$91.60	3/9/2022	3/9/2023	\$24.00	0%	N/A
Project Administrator	\$69.63	\$81.99	\$94.35	3/10/2023	3/9/2024	\$24.72	3.00%	N/A
Non-Exempt (Office)	\$71.71	\$84.44	\$97.17	3/10/2024	3/10/2025	\$25.46	3.00%	N/A
Feonna Wong	\$93.66	\$110.28	\$126.91	3/9/2022	3/9/2023	\$33.25	0%	N/A
Project Accountant	\$96.47	\$113.60	\$130.72	3/10/2023	3/9/2024	\$34.25	3.00%	N/A
Non-Exempt (Office)	\$99.38	\$117.02	\$134.66	3/10/2024	3/10/2025	\$35.28	3.00%	N/A
Nguyen Kelly	\$56.34	\$66.34	\$76.34	3/9/2022	3/9/2023	\$20.00	0%	N/A
Project Administrator	\$58.03	\$68.33	\$78.63	3/10/2023	3/9/2024	\$20.60	3.00%	N/A
Non-Exempt (Office)	\$59.77	\$70.38	\$80.99	3/10/2024	3/10/2025	\$21.22	3.00%	N/A
Cristina Dy	\$74.64	\$87.89	\$101.14	3/9/2022	3/9/2023	\$26.50	0%	N/A
Certify payroll	\$76.90	\$90.55	\$104.20	3/10/2023	3/9/2024	\$27.30	3.00%	N/A
Non-Exempt (Office)	\$79.21	\$93.27	\$107.33	3/10/2024	3/10/2025	\$28.12	3.00%	N/A

Notes:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Djan Chandra, PE, GE Title*: Vice President \$ 0.00
Signature:  Date of Certification (mm/dd/yyyy): March 15, 2022
Email: dchandra@leightongroup.com Phone Number: (949) 681-4267
Address: 17781 Cowan, Irvine, CA 92614

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

On-call material testing and inspection services

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Leighton Consulting, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate: **156.07 %** OR

Home Office Rate: **156.07%** and Field Office Rate (if applicable): **156.07%**

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period *: 01/01/2020 to 12/31/2020

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23, United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 48 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

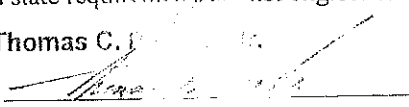
- Total participation amount **\$5M** on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is **1 (California)**.
- Years of consultant's experience with 48 CFR Part 31 is **17**.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input checked="" type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: **Thomas C. Benson**

Title**: **President and CEO**

Signature: 

Date of Certification (mm/dd/yyyy): **11/30/2021**

Email**: **tbenson@leistonconsulting.com**

Phone Number**: **(909) 527-8771**

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		SOIL CHEMISTRY & CORROSIVITY	
Photograph of sample	10	pH Method A (ASTM D4972 or CTM 643)	45
Moisture content (ASTM D2216)	20	Electrical resistivity – single point – as received moisture	45
Moisture & density (ASTM D2937) ring samples	30	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
Moisture & density (ASTM D2937) Shelby tube or cutting	40	pH + minimum resistivity (CTM 643)	130
Atterberg limits 3 points (ASTM D4318):	150	Sulfate content - gravimetric (CTM 417 B Part 2)	70
- Single point, non-plastic	85	Sulfate content - by ion chromatograph (CTM 417 Part 2)	80
- Atterberg limits (organic ASTM D2487 / D4318)	180	Sulfate screen (Hach®)	30
- Visual classification as non-plastic (ASTM D4318)	10	Chloride content (AASHTO T291/CTM 422)	70
Particle size:		Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	80
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	135	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	265
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	175	Organic matter content (ASTM D2974)	65
- Hydrometer only (ASTM D7928)	110		
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928)	185	CONSOLIDATION & EXPANSION/SWELL TESTS	
- Percent passing #200 sieve, wash only (ASTM D1140)	70	Consolidation (ASTM D2435):	195
Specific gravity and absorption of fine aggregate		Each additional time curve	45
(AASHTO T84/ASTM C128/ASTM D854/CTM 206)	130	Each additional load/unload w/o time reading	40
Specific gravity and absorption of coarse aggregate		Expansion Index (ASTM D4829)	130
(AASHTO T85/ASTM C127/CTM 206)	100	Single load swell/collapse - Method B (ASTM D4546-B, seal, load & inundate only)	105
- Total porosity - on Shelby tube sample (calculated)	165	Swell collapse Method A up to 10 load/unloads w/o time curves	290
- Total porosity - on other sample (calculated)	155		
Shrinkage limits wax method (ASTM D4943)	126	TRIAXIAL TESTS	
Pinhole dispersion (ASTM D4647)	210	Unconfined compression strength of cohesive soil (with stress/strain plot,	
Dispersive characteristics (double hydrometer ASTM D4221)	90	ASTM D2166)	135
As-received moisture & density (chunk/concrete samples)	60	Unconsolidated undrained triaxial compression test on cohesive soils	
Sand Equivalent (AASHTO T176/ASTM D2414/CTM 217)	105	(UU, ASTM D2850, USACE Q test, per confining stress)	170
		Consolidated undrained triaxial compression test for cohesive soils,	
SHEAR STRENGTH		(CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore	
Pocket penetrometer	15	water pressure measurement (per confining stress)	375
Direct shear (ASTM D3080, mod., 3 points):		Consolidated drained triaxial compression test (CD, USACE S), with	
Consolidated undrained - 0.05 inch/min (0.1)	285	volume change measurement. Price per soil type below EM 1110-2-	
Consolidated drained - <0.05 inch/min (0.1)	345	1906(X):	
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50	Sand or silty sand soils (per confining stress)	375
Remolding or hand trimming of specimen (per point)	90	Silt or clayey sand soils (per confining stress)	500
Oriented or block hand trimming (per hour)	65	Clay soils (per confining stress)	705
Single point shear	105	Three-stage triaxial (sand or silty sand soils)	655
Torsional shear (ASTM D6467 / ASTM D7660)	820	Three-stage triaxial (silt or clayey sand soils)	875
		Three-stage triaxial (clay soils)	1,235
COMPACTION & PAVEMENT SUBGRADE TESTS		Remolding of test specimens	65
Standard Proctor compaction, 4 points (ASTM D693)		HYDRAULIC CONDUCTIVITY TESTS	
- 4 inch diameter mold (Methods A & B)	160	Triaxial permeability in flexible-wall permeameter with backpressure	
- 6 inch diameter mold (Method C)	215	saturation at one effective stress	
Modified Proctor compaction 4 points (ASTM D693)		(EPA 9100/ASTM D5084, falling head Method C):	310
- 4 inch diameter mold Methods A & B	220	Each additional effective stress	120
- 6 inch diameter mold Method C	245	Hand trimming of soil samples for horizontal K	60
Check point (per point)	65	Remolding of test specimens	65
Relative compaction of untreated/treated soils/ aggregates (CTM 215)	250	Permeability of granular soils (ASTM D2434)	135
Relative density 0.1 ft mold (ASTM D1557)	235	Soil suction (filter paper method, ASTM D5298)	400
California Bearing Ratio (ASTM D1883)			
- 3 point	500	SOIL-CEMENT	
- 1 point	185	Moisture-density curve for soil-cement mixtures (ASTM D558)	240
R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	310	Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/		Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	60
CTM 301)	340	Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235

¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39, 12" x 12" and 4" x 8")	35
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	40
Trimming concrete cores (per core)	20
Flexural strength of concrete (simple beam-third pt. loading, ASTM C78/CTM 523).....	85
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)....	85
Non shrink grout cubes (2 inch, ASTM C109/C1167)	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400
Length of concrete cores (CTM 531).....	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324).....	900
Superpave gyratory compaction (AASHTO T299/CTM 350).....	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382).....	150
Ignition oven correction/correlation value (AASHTO T308/ASTM D6307/CTM 382).....	1,350
Extraction by centrifuge, percent asphalt (CTM 372)	150
Gradation of extracted aggregate (AASHTO T200/ASTM D5444/CTM 207).....	135
Stabilometer, S-Value (ASTM D1560/CTM 355).....	265
Bituminous mixture preparation (AASHTO T304/CTM 304).....	80
Moisture content of HMA (AASHTO T329/ASTM D6307/CTM 370)	60
Bulk specific gravity of compacted HMA, uncoated specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 265).....	50
Bulk specific gravity of compacted HMA, uncoated specimen or cores, paraffin-coated (AASHTO T275/ASTM D1111/CTM 265).....	55
Maximum density - Hveem (CTM 308).....	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ ASTM D2041/CTM 309)	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40
Wet track abrasion of slurry seal (ASTM D6918).....	150
Rubberized asphalt (add to above rates).....	+25%
BRICK	
Compression - cost for each, 5 required (ASTM C67).....	50
Absorption - cost for each, 5 required (ASTM C67).....	50
AGGREGATE PROPERTIES:	
Bulk density and voids in aggregates (AASHTO T29/ASTM C27/CTM 212)	50
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C140/CTM 213).....	60
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211)....	200
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C131/CTM 211)....	250
Apparent specific gravity of fine aggregate (AASHTO T104/ASTM C129/CTM 208)....	130
Specific gravity and absorption of coarse aggregate (ASTM C131/CTM 209) >#4 retained	100
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	175
Durability Index (AASHTO T210/ASTM D374/ASTM C129).....	200
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	40
Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234).....	130
Percent of crushed particles (AASHTO T111/ASTM D121/CTM 205).....	135
Flat & elongated particles in coarse aggregate (ASTM D479/CTM 205).....	215
Cleanliness value of coarse aggregate (CTM 210).....	210
Soundness, magnesium (AASHTO T104/ASTM C129/CTM 208).....	225
Soundness, sodium (AASHTO T104/ASTM C129/CTM 208).....	650

METHOD	\$/TEST
MASONRY	
Mortar cylinders 2" x 4" (ASTM C780)	30
Grout prisms 3" x 6" (ASTM C1019).....	30
Masonry cores compression, ≤6" diameter - testing only (ASTM C42)	40
Masonry core shear testing (Title 24).....	80
Veneer bond strength, cost for each - 5 required (ASTM C482).....	55
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	55
CMU moisture content, absorption & unit weight - 6 required (ASTM C140).....	50
CMU linear drying shrinkage (ASTM C426).....	175
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	200
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314).....	250
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3)	990
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3).....	1,230
Type A Joint Seals (Caltrans SS 51-2)	1,620
Type B Joint Seals (Caltrans SS 51-2)	1,530
Bearing plates (A536).....	720
REINFORCING STEEL AND PRESTRESSING STRANDS	
Rebar tensile test, ≤ up to No. 11 (ASTMA370).....	65
Rebar tensile test, ≥ No. 14 & over (ASTMA370)	200
Rebar bend test, up to No. 11 (ASTMA370).....	65
Rebar bend test, ≥ No. 14 & over (ASTMA370).....	200
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)....	65
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)....	85
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	65
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670).....	40
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	200
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670).....	200
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	65
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	200
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934).....	45
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934).....	65
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934).....	45
Prestressing wire, tension (ASTMA416).....	175
Sample preparation (cutting)	50

STREET LIGHTS/SIGNALS

LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86).....	1,300
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SPRAY APPLIED FIREPROOFING

Unit weight (density, ASTM E605).....	60
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FASTENERS / BOLTS / RODS

F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTMA370)	65
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTMA370)	75
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTMA370).....	65
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTMA370).....	75
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTMA370)....	65
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTMA370).....	100
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTMA370)....	120

SAMPLE TRANSPORT

Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office) ...	90
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EQUIPMENT LIST

ITEM	\$ UNIT	ITEM	\$ UNIT
1/4 inch Grab plates	5 each	Moisture test kit (excludes labor to perform test, ASTM E1907)	60 test
1/4 inch Tubing (bonded)	0.55 foot	Nuclear moisture and density gauge	88 day
1/4 inch Tubing (single)	0.35 foot	Electrical moisture and density gauge	88 Day
3/8 inch Tubing, clear vinyl	0.55 foot	Pachometer	25 day
4-Gas meter (RKI Eagle or similar)	130 day	Particulate Monitor	125 day
Air flow meter and purge pump (200 cc/min)	50 day	pH/Conductivity/Temperature meter	55 day
Box of 24 soil drive-sample rings	120 box	Photo-Ionization Detector (PID)	120 day
Brass sample tubes	10 each	Pump, Typhoon 2 or 4 stage	50 day
Caution tape (1000-foot roll)	20 each	QED bladder pump w/QED control box	160 day
Combination lock or padlock	11 each	Quire fee – Phase I only	200 each
Compressed air tank and regulator	50 day	Resistivity field meter and pins	50 day
Concrete coring machine (≤6-inch-dia)	150 day	Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15 each
Consumables (gloves, rope, soap, tape, etc.)	35 day	Slope inclinometer	200 day
Core sample boxes	11 each	Soil sampling T-handle (Encore)	10 day
Crack monitor Two-Dimensional	25 each	Soil sampling tripod	35 day
Crack monitor Three-Dimensional	30 each	Speedy (R) moisture tester	5 day
Cutoff saws, reciprocating, electric (Sawzall®)	75 day	Stainless steel bailer	40 day
D-Meter Walking Floor Profiler	100 day	Submersible pump, 10 gpm, high powered Grundfos	
Disposable bailers	12 each	2-inch with controller	160 day
Disposable bladders	10 each	Submersible pump/transfer pump, 10-25 gpm	50 day
Dissolved oxygen meter	45 day	Support service truck usage (well installation, etc.)	200 day
DOT 55-gallon containment drum with lid	65 drum	Survey/fence stakes	8 each
Double-ring infiltrometer	125 day	Tedlar® bags	18 each
Dual-stage interface probe	80 day	Traffic cones (≤25)/barricades (single lane)	50 day
Dynamic Cone Penetrometer	400 day	Turbidity meter	70 day
Generator, portable gasoline fueled, 3,500 watts	90 day	Tyvek® suit (each)	18 each
Global Positioning System/Laser Range Finder	80 day	Vapor sampling box	55 day
Hand auger set	90 day	Vehicle usage (carrying equipment)	20 hour
HDPE safety fence (≤100 feet)	40 roll	VelociCalc	35 day
Horiba U-51 water quality meter	135 day	Visqueen (20 x 100 feet)	100 roll
Light tower (towable vertical mast)	150 day	Water level indicator (electronic well sounder) <300 feet deep well	60 day
Magnehelic gauge	15 day	ZIPLEVEL®	15 day
Manometer	25 day	Other specialized geotechnical and environmental testing and monitoring	
Mileage (IRS Allowable)	0.585 mile	equipment are available, and priced per site	

TERMS AND CONDITIONS

- **Expiration:** This fee schedule is effective through December 31, 2022 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 - 4 hours:** 4-hour minimum charge up to the first four hours of work
 - 8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.

Project time accrued includes portal to portal travel time.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2023

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	Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614	CONTACT NAME:	Risk Strategies Company	
		PHONE (A/C, No, Ext):	949-242-9240	FAX (A/C, No):
		E-MAIL ADDRESS:	syoung@risk-strategies.com	
www.risk-strategies.com	CA DOI License No. 0F06675	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Citizens Insurance Company of America	31534
		INSURER B:	Allmerica Financial Benefit Insurance Co	41840
		INSURER C:	Travelers Property Casualty Co of America	25674
		INSURER D:	Lexington Insurance Company	19437
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 72587047 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	OB3J208488	11/1/2022	11/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AW3J208478	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	OB3J208488	11/1/2022	11/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	UB1R5099812243G	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability/Pollution Liab Claims Made			013001524	2/14/2022	2/14/2023	Per Claim \$2,000,000 Aggregate \$4,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Additional Remarks Schedule

APPROVED AS TO FORM

By:

MICHAEL E. GATES
CITY ATTORNEY

CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach 2000 Main Street Huntington Beach CA 92648	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 RSC Insurance Brokerage

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Risk Strategies Company		NAMED INSURED Leighton Consulting, Inc. 17781 Cowan, Suite 100 Irvine CA 92614	
POLICY NUMBER OB3J208488		EFFECTIVE DATE: 11/1/2022	
CARRIER Citizens Insurance Company of America	NAIC CODE 31534		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Huntington Beach

ADDRESS: 2000 Main Street Huntington Beach CA 92648

Certificate is subject to policy limits, conditions and exclusions.

Re: Proj #12246 On-Call Material Testing & Engineering, Materials Testing & Geotechnical Engineering, Huntington Beach.

City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are included as additional insured as respects to General Liability and Commercial Auto coverages as required by written Contract.

General Liability and Auto Liability coverages are primary and noncontributory as required by written contract.

Waiver of Subrogation is included with respect General Liability, Auto Liability, Workers Compensation as required by written contract.

Umbrella Liability is follow form to the General, Auto and Employers Liability policies subject to policy forms, terms, conditions, exclusions and endorsements.

30-Day Notice of Cancellation, Except for 10-Days for Nonpayment of Premium applies as required by written contract.