PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON BEACH AND LEIGHTON CONSULTING, INC.

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 LEIGHTON CONSULTING, INC., 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 Thomas C. Benson, Jr., 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. <u>INDEPENDENT CONTRACTOR</u>

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. <u>CITY EMPLOYEES AND OFFICIALS</u>

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 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. <u>EFFECTIVE DATE</u>

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, | CITY OF HUNTINGTON BEACH, a |
|---|---------------------------------------|
| LEIGHTON CONSULTING, INC. | municipal corporation of the State of |
| | California |
| | |
| 12/11 | |
| By: /hus hours. 11/8/20 | Moyrow |
| THOMAS C. BENSON, JR. | Mayor |
| | - |
| print name | |
| ITS: (circle one) Chairman President | City Clerk |
| ANID | |
| AND | INITIATED AND APPROVED: |
| By: Vingence A Somme | (Make 1 1) |
| 7 | - Jacob - |
| TERRANGO M DRENNAN | Director of Public Works |
| print name | |
| ITS: (circle one) Secretary Chief Financial Officer Asst. | |
| Secretary - Treasurer | REVIEWED AND APPROVED: |
| | |
| | M. Ord |
| | City Manager |
| | City Wanager |
| | |
| | A PRODUCTOR A SI TO FORM |
| | APPROVED AS TO FORM: |
| | |
| | |
| | City Attorney W |
| | City Attorney |
| | |

EXHIBIT "A"

A. <u>STATEMENT OF WORK:</u> (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.

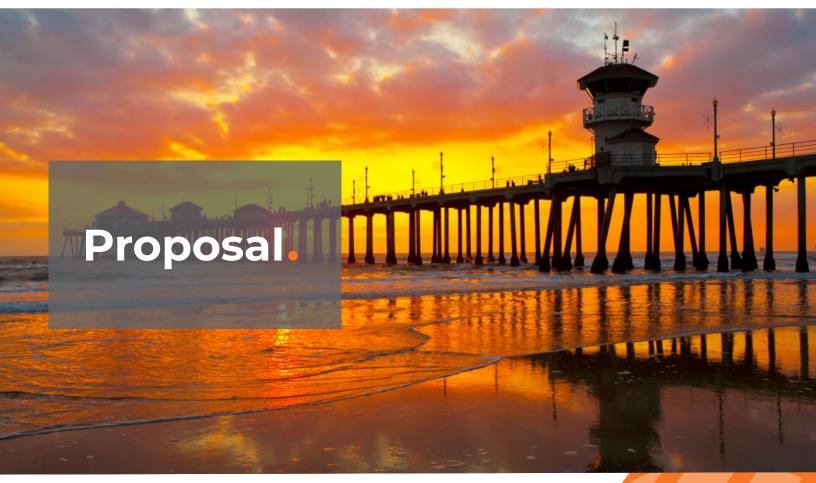
B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

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.





On-Call Construction Material Testing & Inspection Services

Prepared for The City of Huntington Beach

Leighton Consulting, Inc.

August 17, 2021 • IR21-355



Table of Contents

| Cover Letter | 2 |
|------------------------------------|----|
| Vendor Application Form | 4 |
| Pre-Qualification Form (Exhibit A) | € |
| Service Category | 7 |
| Rate Sheet | 16 |
| Appendix A: Resumes | 17 |







A Leighton Group Company

Tuesday, August 17, 2021

IR21-355

City of Huntington Beach Fiscal Services Division 200 Main Street Huntington Beach, CA 92648

Attention: Jennifer Anderson

Subject: **Proposal for On-Call Construction Material Testing & Inspection Services**

City of Huntington Beach, California

In response to your Request for Proposal (RFP), Leighton Consulting, Inc. (Leighton) is pleased to submit our qualifications to provide on-call construction and materials testing and inspection services to the City of Huntington Beach. We believe our relationship with the City is unique and stands out from other firms, and by our experience and expertise in public works, our local management, and our multi-disciplined inspectors, we were granted the on-call contract for the City back in 2017. We are appreciative of the given opportunity and look forward to the possibility of providing continued service to the City of Huntington Beach. We believe there are several factors that differentiate Leighton, including the following:

Public Works Experience: We have over 60 years of extensive and on-going public agency experience, including current, active on-call contracts with the cities of Newport Beach, Costa Mesa, Irvine, Santa Ana, Mission Viejo, Brea, Los Angeles, Diamond Bar, Oxnard and both Orange County and Los Angeles County. With respect to geotechnical and materials testing, we have extensive and proven understanding of federal, state and local agency requirements, and we have substantial understanding of the Huntington Beach coastal geotechnical setting, based on numerous successfully completed geotechnical explorations in and around Huntington Beach.

- Local Empowered Management: Our services will be mobilized from our nearby headquarters located in Irvine. Leighton will provide project deliverables directly from our Irvine location and laboratory to the City of Huntington Beach. We also offer a local management team with experience and autonomy to make on-site decisions and maintain project schedules. Our project manager will be Ed Che, PE, GE, providing you with technical quality and on time delivery cost effectively. We are flexible with our reporting and invoicing formats, to meet your needs and requirements.
- Deep Bench of Multi-Disciplined Special Inspectors: To support Ed, we have a deep bench of experienced field and laboratory staff comprehensively trained and certified for both soils and materials testing and special inspection. We are well-staffed, giving us the ability to handle a large fluctuation in workload and respond with a short notice. If your project needs require additional resources, implemented technology allow us to access staff and specialty skills quickly from other Leighton offices, providing additional personnel who will contribute to local effort.

We appreciate the opportunity to submit this proposal, and we look forward to working with you on this project. If you have any questions or information that would update our Scope of Work, Ed will serve as your point-of-contact:

Edward Che, PE, GEOffice: (949) 681-428317781 CowanProject Managereche@leightongroup.comIrvine, CA 92614

The undersigned can be reached at (866) *LEIGHTON*, directly at the phone extension and e-mail address listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Djan Chandra, PE, GE Principal in Charge Extension 4267, dchandra@leightongroup.com



REQUEST FOR PROPOSAL

VENDOR APPLICATION FORM

| TYPE OF APPLICANT: NEW CURRENT VENDOR |
|---|
| Legal Contractual Name of Corporation: Leighton Consulting, Inc. |
| Contact Person for Agreement: Thomas C. Benson Jr., PE, GE |
| Corporate Mailing Address: 17781 Cowan |
| City, State and Zip Code: Irvine, CA 92614 |
| E-Mail Address: tbenson@leightongroup.com |
| Phone: (909) 527-8771 Fax: (949) 250-1114 |
| Contact Person for Proposals: _Edward Che, PE, GE |
| Title: Project/Principal-in-Charge E-Mail Address: edche@leightongroup.com |
| Business Telephone: (949) 681-4283 Business Fax: (949) 250-1114 |
| Is your business: (check one) |
| ☐ NON PROFIT CORPORATION 🗓 FOR PROFIT CORPORATION |
| Is your business: (check one) |
| ☑ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP ☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION |

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

| Names | Title | Phone | | | | |
|--|-----------------------|----------------|--|--|--|--|
| Thomas C. Benson Jr. | President and CEO | (909) 527-8871 | | | | |
| Terrance M Brennan | <u>Chairman</u> | (949) 681-4200 | | | | |
| Kris R. Lutton | Senior Vice President | (949) 681-4203 | | | | |
| Joseph Dean | Secretary | (949) 681-4288 | | | | |
| | | | | | | |
| Federal Tax Identification Number: | 73-1650031 | | | | | |
| City of Huntington Beach Business License Number: A246548 (If none, you must obtain a Huntington Beach Business License upon award of contract.) | | | | | | |
| City of Huntington Beach Business License Expiration Date: 08/31/2021 | | | | | | |

PRE-QUALIFICATION FORM

ON-CALL MATERIAL TESTING & INSPECTION SERVICES

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

| K <u>.R.L</u> .(Initial) Consultant is willing to execute the Agr | reement as drafted (See Appendix B). |
|---|--|
| K.R.L.(Initial) Consultant is able to provide the insura | nce as required (See Appendix C). |
| Firm Name: Leighton Consulting, Inc. | |
| Firm Address: 17781 Cowan, Irvine, CA 9261 | 4 |
| Signature: Must | Date: <u>08/17/2021</u> |



Service Category

FIRM QUALIFICATIONS

Firm's Demonstrated Capabilities

60 YEARS OF

180 EMPLOYEES

OFFICES IN SOUTHERN CALIFORNIA

Leighton Consulting, Inc. (Leighton) is a geotechnical, environmental, and materials testing and inspection firm with more than 60 years of local experience, giving us an understanding of the geotechnical conditions in and around the City of Huntington Beach, as well as pertinent federal, state, and local regulations. Leighton is structured and operates in strategically located offices with management autonomy along with the backing of our larger corporate resources and personnel strength of over 180 employees to provide services as needed.

We are appreciative of the opportunity to provide continued service, due to our vast experience with the city. Leighton was granted the on-call contract for The City of Huntington Beach back in 2017. Some of these projects included Murdy Park, Alley Rehabilitation, Main Street Traffic Signal Replacement, Central Park Restrooms, Traffic Signal Improvements, Slater Sewer Lift Station Replacement, and Brookhurst Street Bridge.

Leighton's local staff has the technical knowledge and management skills to work with you and your staff to keep your projects on schedule. Leighton is one of southern California's most established geotechnical consulting and material testing firms with a proven track record of delivering projects on time and on budget. Our key personnel are credentialed, experienced professionals who have built their reputations on similar work throughout the region. Full resumes can be found in the Appendix section.

Descriptions of our services for the above-mentioned projects and our key personnel are presented on the following pages.





Previous Services Provided to The City of Huntington Beach

| Murdy Park | Soil compaction testing and concrete compression testing during construction for a new practice field, bocce ball court, sport lighting, ball containment netting, concrete paving, and underground utilities. |
|--|---|
| Alley Rehabilitation, Graham St. to Heil Ave. | Performed asphalt compaction testing, concrete compression testing, and subgrade soil testing for improvements of an alley way behind houses in a residential neighborhood. The construction was streamlined to lessen the impact on the residents. |
| Main Street Traffic Signal | Leighton performed fresh concrete sampling and field testing for |
| Replacement | the City of Huntington Beach on Main Street. |
| Central Park - Restrooms | Provided soil compaction testing, special inspection of concrete masonry unit (CMU) walls, and laboratory testing of construction materials. |
| Traffic Signal | Our services included fresh concrete sampling, slump testing of |
| Improvements, Various | concrete in the field, and compression testing of concrete in our |
| Intersections Throughout the City | laboratory during the installation of new traffic signal pole foundations. |
| Slater Sewer Lift Station | In addition to soil compaction testing, and concrete sampling and |
| Replacement | testing, Leighton provided geotechnical engineering consultation during excavation and construction de-watering for the 30-foot-deep Wet Well. |
| Brookhurst St. Bridge | Leighton provided ground penetrating radar (GPR) assessment of |
| Preventive Maintenance | the damaged bridge deck and inspected the placement of polymer concrete for the repair. Inspection also included epoxy rebar dowels and reinforced concrete. |





Key Personnel

EDWARD CHE, PE, GE | PROJECT MANAGER | 25 YEARS OF EXPERIENCE

- On-Call Geotechnical Engineering, Soils and Materials Testing and Inspection, City of Huntington Beach, Huntington Beach, CA. Project Manager. Geotechnical engineering consulting, soils observation and materials testing.
- El Camino College Measure E Campus Modernization Projects, El Camino Community College District, Torrance, CA. Project Manager. Geotechnical engineering consultation and testing services.
- On-Call Geotechnical Services, Orange County Public Works Department, Orange County, CA. Project Manager. Geotechnical services.

DJAN CHANDRA, PE, GE | PRINCIPAL IN CHARGE | 32 YEARS OF EXPERIENCE

- On-Call Geotechnical Services, City of Lake Forest, Lake Forest, CA. Principal-in-Charge. On-call geotechnical services.
- On-Call Geotechnical Services, Orange County Public Works Department, Orange County, CA. Project Manager. Materials testing.
- On-Call Engineering and Peer Review, City of Anaheim Public Works, Anaheim, CA. Project Manager. Geotechnical services.
- On-Call Geotechnical Testing and Special Inspection Services, Irvine Ranch Water District (IRWD), Orange County, CA. Project Manager. Geotechnical testing and special inspection services.
- South Coast Plaza Pavement Rehabilitation, CJ Segerstrom & Sons, Costa Mesa, CA. Project Manager. Geotechnical exploration, laboratory testing and geotechnical analyses.

RODERICK MARCIA | MATERIALS ENGINEER | 24 YEARS OF EXPERIENCE

- On-Call Geotechnical Services, City of Lake Forest, Lake Forest, CA. Quality Control Manager/Special Inspection Director. Materials testing and inspections.
- On-Call Geotechnical Engineering, Soils and Materials Testing and Inspection, City of Huntington Beach, Huntington Beach, CA. Quality Control Manager/Special Inspection Director. Soils observation and testing.
- Reservoir No. 2 and Pump Station Rehabilitation, City of Fountain Valley, Fountain Valley, CA. Quality Control Manager/Special Inspection Director for the materials testing and special inspections services.
- Multiple Street Pavement Rehabilitation and Overlay, Eastvale, CA. Laboratory Director. Materials testings.

JOEL BECKHAM | FIELD SUPERVISOR | 24 YEARS OF EXPERIENCE

- Orange County Civic Center Building 16, Santa Ana, CA. Field Supervisor. Geotechnical observation and testing.
- Buena Park Fire Station 61, Buena Park, CA. Field Supervisor/Senior Engineering Technician. Geotechnical observation and testing.
- OCWD Burris Pump Station Replacement Project, Anaheim, CA. Field Supervisor. Geotechnical observation and testing.





Project Experience And References

Orange County Zoo Large Mammal Exhibit

Richard De Jong | 714-667-4966 | Richard.DeJong@ocpw.ocgov.com

Leighton Project Manager: Edward Che, PE, GE

Project Dates: March 2020 - present

The new Large Mammal Exhibit required the removal of existing improvements and temporary structures to allow construction of three new one-story buildings, four habitats, two ramps leading to two log bridges, mesh perimeter fencing supported by cables stretched between large diameter steel cantilevered pipe columns with cast-in-place drilled concrete pier foundations, a boardwalk path, and an infiltration basin. Leighton conducted the geotechnical exploration for the design of the project in 2020 and is currently providing geotechnical observations and testing as the geotechnical engineer of record during construction. We are also providing the special inspection and material testing of reinforced concrete, structural steel welding, nondestructive testing (NDT), CMU construction, and shotcrete.

Griffin /City of Orange Fire Station

Lance Solomon | 949.497.9000 ext. 264 | Isolomon@griffinstructures.com

Leighton Project Manager: Edward Che, PE, GE

Project Dates: September 2019 - present

Leighton performed a geotechnical exploration for the project in 2019, and the project is currently under construction. The project consists of a new fire station, Fire Station 1, and Headquarters Building, which will be a 2-story, 24,300 square-foot building. An off-site parking lot for overflow parking is also under construction across the street from Fire Station 1. We provided earthwork observation and soil compaction testing during grading and are providing the special inspection and material testing for the construction of the building. Special inspections include reinforced concrete, field welding and shop fabrication of structural steel, CMU construction, seismic diaphragm nailing, and plant inspection of glue-laminated beams.





Ocean View School District On-Call

Jim Choate | 714.847.7083 ext. 3509 | jchoate@ovsd.org

Leighton Project Manager: Edward Che, PE, GE

Project Dates: March 2018 - present

Leighton is providing inspection and testing services for a variety of code upgrade, modernization, and new construction projects within the Ocean View School District of Orange County. Improvements include access ramps, concrete sidewalks, parking pavement, and seismic retrofit of buildings. New construction included a gymnasium/multi-purpose room at Oak View Elementary School and the Central Kitchen building at the District's corporate yard. We provided soil compaction testing of subgrades, compaction testing of base material, and concrete sampling/batch plant inspection for the site improvements and building construction.

Additional special inspection for the building improvements included field welding inspection, fireproofing inspection, and post-installed anchor inspection. Field testing services included pull testing of post-installed anchors, adhesion/cohesion test for fireproofing, and concrete slump test. Concrete compression tests and maximum dry density-optimum moisture content tests, for soil and base material, were performed in our DSA certified laboratory. Upon project completion, we submitted DSA 291 and 293 forms necessary for project closeout with certification.

Leighton also provided geotechnical engineering services during the design phase for projects at College View, Westmont, and Oak View by conducting geotechnical explorations to provide geotechnical engineering recommendations for design.





Leighton's Unique Qualities

Leighton and the staff at the City have developed relationships over the last four years while servicing the City's CIP projects. A level of understanding and trust has been established between our Project Manager, Ed, and the City's contract administrators, project managers, and project inspectors. We believe our relationship with the City is unique and stands out from other firms, and by our experience and expertise in public works, our local management, and our multidisciplined inspectors, we were granted the on-call contract for the City back in 2017. We are appreciative of the given opportunity and look forward to the possibility of providing continued service to the City of Huntington Beach.

Resumes

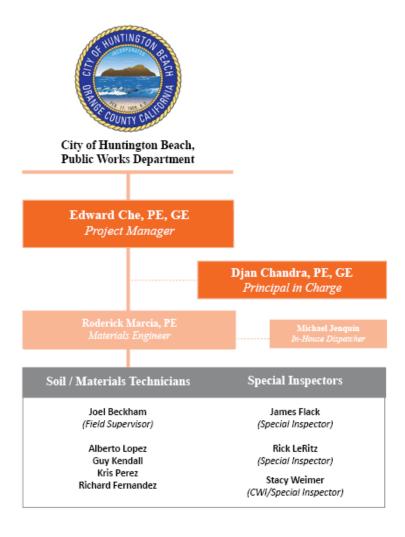
See appendix for key staff resumes.





PREFERRED STAFFING

Our experience with The City of Huntington Beach has prepared us for the staffing requirements needed to complete projects on time and within budget. We have learned from hundreds of oncall public agency contracts the impact of staffing, schedules, and subcontracting on project results. Leighton is capable of managing multiple, concurrent, and large-scale projects as evidenced in our experience working with agencies including Caltrans. Our Project Manager, Ed Che, PE, GE, has construction supervision experience for the civil and geotechnical engineering aspects of projects including bridges, roadways, and pipelines. Ed is responsible for review of construction materials testing and quality control. He also attends project team meetings, reviews bid and submittals to clarify geotechnical recommendations. Ed recognizes the importance and results of working collaboratively with the City and project team to achieve efficient construction procedures.







PROJECT UNDERSTANDING & METHODOLOGY

We understand that the projects that will require our services will consist of various types of infrastructure and facility improvement projects including and not limited to traffic signals, pump stations, curb, gutter, sidewalks, pipelines, structures, road rehabilitation, reservoirs, bridge retrofits, facility construction, and existing facility additions. Our objective is to assist the City by providing construction material testing services as the primary service for the projects. We can also provide additional services such as geotechnical engineering and environmental consultation that can support the City, as the need arises.

SCOPE OF WORK: We will detail our scope of work related to construction material testing for each project. These will include estimated number of tests and procedures for performing the tests. We anticipate the types of testing and special inspection will include soil, concrete, masonry, and structural steel. Using either a construction schedule provided by you or assumed quantities, we will develop a budget for the project. We have a standardize cost estimating worksheet which will be submitted together with our proposal. The estimate will list the anticipated man hours and number of tests, subtotal by tasks, and the total cost of the project.

INTERNAL QUALITY ASSURANCE PROTOCOL: As part of our internal quality assurance protocol, the Project Manager and Materials Engineer will review the test results and daily reports to ensure all tests and field procedures follow the project specifications. Rework items will be recorded in the project's "Non- Conformance Tracking Log" and reported to the City within 24 hours from time of occurrence. We will review the rework items list daily to ensure that all prior non-compliance items have been resolved. Remarks for acceptance of rework items will be documented in the log. The log will be maintained in the project folder and submitted to the City on a weekly basis.

As part of our quality assurance program, our in-house scheduler will confirm that our field staff, before they are sent to your site, will have the appropriate equipment and certifications. Leighton's standards for quality service are consistent throughout all our work and depends on the commitments of highly professional staff to continually meet clients fast-track schedules, maintain tight budgets, and deliver quality work—no matter how tough the challenges.





PROJECT CLOSEOUT REQUIREMENTS: Upon completion of the project, a Project Certification Report, signed and stamped by our Registered Engineer, will be submitted to the City. Upon the City's acceptance of the project, all records will be archived in the project folder. Our project records will be maintained for a period of 10 years.





Rate Sheet

Per the City's RFQ, Leighton is providing our detailed hourly rate schedule under the Cost file section in PlanetBids.



EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. <u>Hourly Rate</u>

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

SEE ATTACHED EXHIBIT B

B. <u>Travel</u> Charges for time during travel are not reimbursable.

C. Billing

- 1. All billing shall be done <u>monthly</u> 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.



2021 PROFESSIONAL FEE SCHEDULE

| | 400 | D DATES | |
|--|-------|--|----------|
| | | R RATES | |
| CLASSIFICATION | \$/HR | CLASSIFICATION | \$/HR |
| Technician I | | Project Administrator/Word Processor/Dispatcher | 80 |
| Technician II / Special Inspector | | Information Specialist | |
| Senior Technician / Senior Special Inspector | | CAD Operator | |
| Prevailing Wage (field soils / materials tester) * | 145 | GIS Specialist | |
| Prevailing Wage (Special Inspector) * | | GIS Analyst | |
| Prevailing Wage (Source Inspector, NDT and soil remediation O&M)* | | Staff Engineer / Geologist / Scientist | |
| System Operation & Maintenance (O&M) Specialist | | Senior Staff Engineer / Geologist / Scientist / ASMR | |
| Non Destructive Testing (NDT) | | Operations / Laboratory Manager | |
| Deputy Inspector | | Project Engineer / Geologist / Scientist | |
| Field / Laboratory Supervisor | | Senior Project Engineer / Geologist / Scientist / SMR | |
| Source Inspector | | Associate | |
| City of Los Angeles Deputy Building (including Grading) Inspector * See Prevailing Wages in Terms and Conditions | 144 | Principal | |
| See Frevailing wages in terms and conditions | | Senior Principal | 353 |
| GEOTECHNICA | AL LA | ABORATORY TESTING | |
| METHOD \$/ | TEST | METHOD | \$/TEST |
| CLASSIFICATION & INDEX PROPERTIES | | COMPACTION & PAVEMENT SUBGRADE TESTS | |
| Photograph of sample | 10 | Standard Proctor compaction, 4 points (ASTM D698) | |
| Moisture content (ASTM D2216) | | - 4 inch diameter mold (Methods A & B) | 160 |
| Moisture & density (ASTM D2937) ring samples | | - 6 inch diameter mold (Method C) | |
| Moisture & density (ASTM D2937) Shelby tube or cutting | | Modified Proctor compaction 4 points (ASTM D1557): | |
| Atterberg limits 3 points (ASTM D4318): | | - 4 inch diameter mold Methods A & B | 220 |
| - Single point, non-plastic | | - 6 inch diameter mold Method C | |
| - Atterberg limits (organic ASTM D2487 / D4318) | | Check point (per point) | |
| - Visual classification as non-plastic (ASTM D2488) | | Relative compaction of untreated/treated soils/aggregates (CTM 216) | |
| Particle size: | | Relative density 0.1 ft mold (ASTM D4253, D4254) | |
| - Sieve only 11/2 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202 | | California Bearing Ratio (ASTM D1883) | |
| - Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202 | | - 3 point | 500 |
| - Hydrometer only (ASTM D7928) | | - 1 point | |
| - Sieve + hydrometer ≤3 inch sieve, (ASTM 7928) | | R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301 | |
| - Percent passing #200 sieve, wash only (ASTM D1140) | | R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM | , |
| Specific gravity and absorption of fine aggregate | | D2844/CTM 301) | 340 |
| (AASHTO T84/ASTM C128/ASTM D854/CTM 207) | 130 | | |
| Specific gravity and absorption of coarse aggregate | | SOIL CHEMISTRY & CORROSIVITY | A.E. |
| (AASHTO T85/ASTM C127/CTM 206) | 100 | pH Method A (ASTM D4972 or CTM 643) | |
| - Total porosity - on Shelby tube sample (calculated) | | Electrical resistivity – single point – as received moisture | |
| - Total porosity - on other sample (calculated) | | Minimum resistivity 3 moisture content points (ASTM G187/CTM 643) | |
| Shrinkage limits wax method (ASTM D4943) | | pH + minimum resistivity (CTM 643) | |
| Pinhole dispersion (ASTM D4647) | | Sulfate content - gravimetric (CTM 417 B Part 2) | |
| Dispersive characteristics (double hydrometer ASTM D4221) | | Sulfate content - by ion chromatograph (CTM 417 Part 2) | |
| As-received moisture & density (chunk/carved samples) | | Sulfate screen (Hach®) | |
| Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217) | | Chloride content (AASHTO T291/CTM 422) | |
| | | Chloride content – by ion chromatograph (AASHTO T291/CTM 422) | |
| SHEAR STRENGTH Pocket penetrometer | 15 | Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643) Organic matter content (ASTM D2974) | |
| Direct shear (ASTM D3080, mod., 3 points): | 13 | | 00 |
| Consolidated undrained - 0.05 inch/min (CU) | 285 | CONSOLIDATION & EXPANSION/SWELL TESTS | |
| Consolidated driamed - <0.05 inch/min (CD) | | Consolidation (ASTM D2435): | |
| Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear | | Each additional time curve | |
| Remolding or hand trimming of specimens (3 points) | | Each additional load/unload w/o time reading | |
| Oriented or block hand trimming (per hour) | | Expansion Index (ASTM D4829) | |
| Single point shear | | Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate of | only)105 |
| Torsional shear (ASTM D6467 / ASTM D7608) | | Swell collapse Method A up to 10 load/unloads w/o time curves | |
| | 020 | (A CTA A D 45 40 A) | 200 |



| METHOD | \$/TEST | METHOD | \$/TEST |
|--|----------------------|--|----------------|
| TRIAXIAL TESTS | | HYDRAULIC CONDUCTIVITY TESTS | |
| Unconfined compression strength of cohesive soil (with stress/str | ain plot, | Triaxial permeability in flexible-wall permeameter with backpre | essure |
| ASTM D2166) | | saturation at one effective stress | |
| Unconsolidated undrained triaxial compression test on cohesiv | e soils | (EPA 9100/ASTM D5084, falling head Method C): | 310 |
| (UU, ASTM D2850, USACE Q test, per confining stress) | 170 | Each additional effective stress | |
| Consolidated undrained triaxial compression test for cohesive | soils, | Hand trimming of soil samples for horizontal K | |
| (CU, ASTM D4767, USACE R-bar test) with back pressure saturation | | Remolding of test specimens | |
| water pressure measurement (per confining stress) | | Permeability of granular soils (ASTM D2434) | |
| Consolidated drained triaxial compression test (CD, USACE S), w | | Soil suction (filter paper method, ASTM D5298) | 400 |
| change measurement. Price per soil type below EM 1110-2- | | SOIL-CEMENT | |
| Sand or silty sand soils (per confining stress) | | Moisture-density curve for soil-cement mixtures (ASTM D558) | 240 |
| Silt or clayey sand soils (per confining stress) | | Wet-dry durability of soil-cement mixtures (ASTM D559) 1 | |
| Clay soils (per confining stress) | | Compressive strength of molded soil-cement cylinder (ASTM D | |
| Three-stage triaxial (sand or silty sand soils) | | Soil-cement remolded specimen (for shear strength, consolidation, | |
| Three-stage triaxial (silt or clayey sand soils) | | | |
| Three-stage triaxial (clay soils) | | ¹ Compaction (ASTM D558 maximum density) should also be performed - | - not included |
| Remolding of test specimens | 65 | in above price | |
| CONSTRUCTION | IMATEDIA | LS LABORATORY TESTING | |
| METHOD | N WATERIA \$/TEST | METHOD | \$/TEST |
| | Ψ/ILSI | | Ψ |
| CONCRETE STRENGTH CHARACTERISTICS | - | AGGREGATE PROPERTIES | OTN 046' 50 |
| Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8" | , | Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ C | , |
| Compression, concrete or masonry cores (testing only) ≤6 inch (A | | Organic impurities in fine aggregate sand (AASHTO T21/ASTM (| |
| Trimming concrete cores (per core) | | LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C | |
| Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78) | | LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C5: | |
| Flexural strength of concrete (simple beam-center pt. loading, ASTM C29 | | Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C Specific gravity and absorption of coarse aggregate (ASTM C1 | |
| Non shrink grout cubes (2 inch, ASTM C109/C1107) | | >#4 retained | |
| Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C1 | | Clay lumps, friable particles (AASHTO T112/ASTM C142) | |
| Length of concrete cores (CTM 531) | 40 | Durability Index (AASHTO T210/ASTM D3744/CTM 229) | |
| HOT MIX ASPHALT (HMA) | | Moisture content of aggregates by oven drying | 200 |
| Resistance of compacted HMA to moisture-induced damage | | (AASHTO T255/ASTM C566/CTM 226) | 40 |
| (AASHTO T283/CTM 371) | | Uncompacted void content of fine aggregate | |
| Hamburg Wheel, 4 briquettes (modified) (AASHTO T324) | | (AASHTO T304/ ASTM C1252/ CTM 234) | 130 |
| Superpave gyratory compaction (AASHTO T312/ASTM D6925) | 350 | Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 20 | |
| Extraction by ignition oven, percent asphalt | | Flat & elongated particles in coarse aggregate (ASTM D4791/C | |
| (AASHTO T308/ASTM D6307/CTM 382) | 150 | Cleanness value of coarse aggregate (CTM 227) | |
| Ignition oven correction/correlation values | 4.050 | Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214) | |
| (AASHTO T308/ASTM D6307/CTM 382) | | Soundness, sodium (AASHTO T104/ASTM C88/CTM 214) | 650 |
| Extraction by centrifuge, percent asphalt (ASTM D2172) | | MASONRY | |
| Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 2 | | Mortar cylinders 2" x 4" (ASTM C780) | 30 |
| Stabilometer, S-Value (ASTM D1560/CTM 366) | | Grout prisms 3" x 6" (ASTM C1019) | |
| Bituminous mixture preparation (AASHTO R30/CTM 304) | | Masonry cores compression, ≤6" diameter - testing only (AST | |
| Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370) | | Masonry core-shear, Title 24 - test only | |
| Bulk specific gravity of compacted HMA, molded specimen or councoated (AASHTO T166/ASTM D2726/CTM 308) | | Veneer bond strength, cost for each - 5 required (ASTM C482). | |
| Bulk specific gravity of compacted HMA, molded specimen or co | | CMU compression to size 8" x 8" x 16" - 3 required (ASTM C462). | |
| paraffin-coated (AASHTO T275/ASTM D1188/CTM 308) | | CMU moisture content, absorption & unit weight - 6 required | |
| Maximum density - Hveem (CTM 308) | | CMU linear drying shrinkage (ASTM C426) | |
| Theoretical maximum density and specific gravity of HMA (AASH | | CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C | |
| ASTM D2041/CTM 309) | | CMU grouted prisms compression test > 8" x 8" x 16"(ASTM C | |
| Thickness or height of compacted bituminous paving mixture sp | | | , |
| (ASTM D3549) | | BEARING PADS/PLATES AND JOINT SEAL | 000 |
| Wet track abrasion of slurry seal (ASTM D3910) | | Elastomeric bearing pads (Caltrans SS 51-3) | |
| Rubberized asphalt (add to above rates) | | Elastomeric bearing pad with hardness and compression test (Caltrans SS 51-3) | |
| | | Type A Joint Seals (Caltrans SS 51-2) | |
| BRICK Compression cost for each 5 required (ASTM CST) | ΕΛ | Type B Joint Seals (Caltrans SS 51-2) | |
| Compression - cost for each, 5 required (ASTM C67) | | Bearing plates (A536) | |
| Absorption - cost for each, 5 required (ASTM C67) | 50 | Boaring plates (A000) | 120 |



ITEM

| METHOD | \$/TEST | METHOD\$/TEST |
|---|---------|--|
| STREET LIGHTS/SIGNALS LED Luminaires / Signal Modules / Countdown Pedestrian Signal F Modules (Caltrans RSS 86) | 1,300 | 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 (ASTM A416) |
| Unit weight (density, ASTM E605) | 60 | FASTENERS / BOLTS / RODS |
| Reinforcing Steel and Prestressing Stra Rebar tensile test, ≤ up to No. 11 (ASTM A370) | | F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370) |
| Mechanical rebar splice, slip test, \geq No. 14 & over (CTM 670) Headed rebar splice, tensile test, \leq up to No. 11 (CTM 670) Headed rebar splice, tensile test, \geq No. 14 & over (CTM 670) | 65 | SAMPLE TRANSPORT Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office) 90 |

EQUIPMENT LIST

\$UNIT

| 1/4 inch Grab plates | 5 | each |
|--|----|------|
| 1/4 inch Tubing (bonded)0.5 | 5 | foot |
| 1/4 inch Tubing (single) | 5 | foot |
| 3/8 inch Tubing, clear vinyl0.5 | | |
| 4-Gas meter (RKI Eagle or similar)/GEM 200013 | 30 | day |
| Air flow meter and purge pump (200 cc/min) | | |
| Box of 24 soil drive-sample rings12 | 0 | box |
| Brass sample tubes | 0 | each |
| Caution tape (1000-foot roll) | 0 | each |
| Combination lock or padlock | 1 | each |
| Compressed air tank and regulator | 0 | day |
| Concrete coring machine (≤6-inch-dia)15 | 0 | day |
| Consumables (gloves, rope, soap, tape, etc.) | 5 | day |
| Core sample boxes | 1 | each |
| Crack monitor | 25 | each |
| Cutoff saws, reciprocating, electric (Sawzall®) | '5 | day |
| D-Meter Walking Floor Profiler10 | 0 | day |
| Disposable bailers | 2 | each |
| Disposable bladders | 0 | each |
| Dissolved oxygen meter4 | | , |
| DOT 55-gallon containment drum with lid6 | 5 | drum |
| Double-ring infiltrometer | | day |
| Dual-stage interface probe | 0 | day |
| Dynamic Cone Penetrometer40 | | day |
| Generator, portable gasoline fueled, 3,500 watts | | day |
| Global Positioning System/Laser Range Finder | 0 | day |
| Hand auger set | | day |
| HDPE safety fence (≤100 feet) | | roll |
| Horiba U-51 water quality meter1 | 5 | day |
| Light tower (towable vertical mast)1 | 0 | day |
| Magnehelic gauge | 5 | day |
| Manometer | | day |
| Mileage (IRS Allowable) | 6 | mile |

| ITEM \$ U | JNIT |
|--|------|
| Moisture test kit (excludes labor to perform test, ASTM E1907)60 | test |
| Nuclear moisture and density gauge88 | day |
| Pachometer25 | day |
| Particulate Monitor125 | day |
| pH/Conductivity/Temperature meter55 | day |
| Photo-Ionization Detector (PID)120 | day |
| Pump, Typhoon 2 or 4 stage50 | day |
| QED bladder pump w/QED control box160 | day |
| Quire fee – Phase I only200 | each |
| Resistivity field meter & pins50 | |
| Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40 15 | each |
| Slope inclinometer200 | day |
| Soil sampling T-handle (Encore)10 | day |
| Soil sampling tripod35 | day |
| Stainless steel bailer40 | day |
| Submersible pump, 10 gpm, high powered Grundfos | |
| 2-inch with controller | day |
| Submersible pump/transfer pump, 10-25 gpm50 | day |
| Support service truck usage (well installation, etc.) | day |
| Survey/fence stakes8 | each |
| Tedlar® bags18 | each |
| Traffic cones (≤25)/barricades (single lane)50 | day |
| Turbidity meter70 | day |
| Tyvek® suit (each)18 | each |
| Vapor sampling box55 | day |
| Vehicle usage (carrying equipment)20 | hour |
| VelociCalc35 | day |
| Visqueen (20 x 100 feet) | roll |
| Water level indicator (electronic well sounder) <300 feet deep well 60 | day |
| ZIPLEVEL®15 | day |
| Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site | |



TERMS AND CONDITIONS

- **Expiration:** This fee schedule is effective through December 31, 2021 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 nonexempt 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, projectspecific 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 clientdesignated 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.

Client#: 1257049

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/03/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUÇER | CONTACT Lori McNay | | |
|---|---|-------------------|--|
| McGriff Insurance Services | | FAX {A/C, No}: | |
| 2400 E Katella Ave Suite 1100 Anaheim, CA 92806 714 941-2800 | E-MAIL ADDRESS; LMcNay@mcgriff.com | | |
| | INSURER(S) AFFORDING COVERAGE | NAIC# | |
| | INSURER A: Lexington Insurance Company | 19437 | |
| INSURED Leighton Consulting Inc 17781 Cowan Ste. 100 Irvine, CA 92614-6009 | INSURER B: Travelers Indemnity Co of CT | 25682 | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES CERTIFICATE NUMBER: 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 SUI | BR D POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
| Α | X COMMERCIAL GENERAL LIABILITY | 1 [| 065463440 | 02/14/2021 | 02/14/2022 | EACH OCCURRENCE | \$1,000,000 |
| | CLAIMS-MADE X OCCUR | 1 | | 1 | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$50,000 |
| | | 1 | | | [| MED EXP (Any one person) | \$EXCLUDED |
| | | | | | [| PERSONAL & ADV INJURY | \$1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | [| GENERAL AGGREGATE | \$2,000,000 |
| | POLICY X PRO- X LOC | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | OTHER: | | Overall Policy | General | Aggregate | | \$\$5,000,000 |
| В | AUTOMOBILE LIABILITY | | BA3R7084312143G | 02/14/2021 | 02/14/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | X ANY AUTO | | ADDROVED AS TO SOR | L | | BODILY INJURY (Per person) | \$ |
| | OWNED SCHEDULED AUTOS | | APPROVED AS TO FOR | " | | BODILY INJURY (Per accident) | \$ |
| | X HIRED X NON-OWNED AUTOS ONLY | | _ | T . | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | By: MICHAEL E. GATES | <u> </u> | | | \$ |
| Α | X UMBRELLA LIAB X OCCUR | | 00654631&ITY ATTORNEY | | 02/14/2022 | EACH OCCURRENCE | \$5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | CITY OF HUNTINGTON BE | ACH | [| AGGREGATE | \$5,000,000 |
| | DED X RETENTION \$10000 | | APPROVED AS | TO FORM | | | \$ |
| _ | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 1 | | PER OTH- STATUTE ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | Ву: | L | ļ | E.L. EACH ACCIDENT | \$ |
| | (Mandatory In NH) | | MICHAEL E. | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| L | If yes, describe under DESCRIPTION OF OPERATIONS below | | CITY OF HUNTIN | | <u> </u> | E.L. DISEASE - POLICY LIMIT | \$ |
| Α | Prof/Pollutn Liab | | 013001524 | 02/14/2021 | 02/14/2022 | \$2,000,000 Per Clain | n |
| | Claims Made | | | | | \$4,000,000 Aggrega | te |
| <u> </u> | | | | | | \$10,000 Ded | |
| n== | | 1 = 0 /4 = - | | | | 11) | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is regulred) Re: Proj #12246 On-Call Material Testing & Engineering, Materials Testing & Geotechnical Engineering, Huntington Beach.

Additional Insured to include per specifications: City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers.

Additional Insured applies on General Liability per Lexington's Additional Insured Owners, Lessees or (See Attached Descriptions)

| CERTIFICATE HOLDER | CANCELLATION |
|--|--|
| (LC)City of Huntington Beach 2000 Main St 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 |
| | Love Manque |

CANOCILLATION

0000111104TC 1101 DCD

| DESCRIPTIONS (Continued from Page 1) | | | | | | |
|--|--|--|--|--|--|---|
| Contractors endorsement LX4316 06/14 and LX9605 10/01 attached to the General Liability policy as required by written contract. | | | | | | |
| Drimary wording applies to General Liability per Lexington's endorsement LX9838 08/05 attached to policy. Additional Insured applies on Automobile Liability per Traveler's Blanket Additional Insured endorsement CAT437 02/16 attached to the Automobile policy as required by written contract. | | | | | | |
| | | | | | | Notification of cancellation will be provided in accordance with the terms and conditions of the referenced |
| policies, as contained within the attached carrier endorsement forms. | | | | | | |
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