

**ON-CALL PROFESSIONAL SERVICES AGREEMENT  
WITH VERDANTAS INC. FOR  
GEOTECHNICAL AND MATERIALS TESTING SERVICES**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and Verdantas Inc., a California corporation ("Consultant"), whose address is 2600 Michelson Drive, Suite 400, Irvine CA 92612, and is made with reference to the following:

**RECITALS**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to perform on-call geotechnical and materials testing services ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM**

The term of this Agreement shall commence on the Effective Date, and shall terminate on February 9, 2029, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED**

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services;  
and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

### **3. TIME OF PERFORMANCE**

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

### **4. COMPENSATION TO CONSULTANT**

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person



who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

## **5. PROJECT MANAGER**

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Jeff L. Hull to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

## **6. ADMINISTRATION**

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## **7. CITY'S RESPONSIBILITIES**

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing



relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

## **8. STANDARD OF CARE**

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## **9. HOLD HARMLESS**

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action



on or to enforce the terms of this Agreement. 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 the Consultant.

#### **10. INDEPENDENT CONTRACTOR**

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

#### **11. COOPERATION**

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

#### **12. CITY POLICY**

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

#### **13. PROGRESS**

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

#### **14. INSURANCE**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.



## **15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS**

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## **16. SUBCONTRACTING**

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

## **17. OWNERSHIP OF DOCUMENTS**

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes



full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 Computer Aided Design and Drafting ("CADD") data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in .dwg file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty-four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

## **18. CONFIDENTIALITY**

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

## **19. INTELLECTUAL PROPERTY INDEMNITY**

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

## **20. RECORDS**

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **21. WITHHOLDINGS**

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## **22. ERRORS AND OMISSIONS**

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

## **23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS**

City reserves the right to employ other Consultants in connection with the Project.

## **24. CONFLICTS OF INTEREST**

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

## **25. NOTICES**

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.



25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works  
Public Works Department  
City of Newport Beach  
100 Civic Center Drive  
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Kristen D Williams  
Verdantas Inc.  
2600 Michelson Drive, Suite 400  
Irvine, CA 92612

## **26. CLAIMS**

26.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26.2 To the extent that Consultant's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

## **27. TERMINATION**

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due

performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## **28. PREVAILING WAGES**

28.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Contract shall be paid to all workmen employed on the Work to be done according to the Contract by the Consultant and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Contract. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774 and requesting one from the Department of Industrial Relations. The Consultant is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Consultant or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations, and the parties agree that the City shall not be liable for any violation thereof.

28.2 If both the Davis-Bacon Act and State of California prevailing wage laws apply and the federal and state prevailing rate of per diem wages differ, Consultant and subcontractor, if any, shall pay the higher of the two rates. Said prevailing rate of per diem wages are on file at the City, Office of the City Clerk, 100 Civic Center Drive, Newport Beach, California 92660, and are available to any interested party on request.

## **29. STANDARD PROVISIONS**

29.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

29.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City,



county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 1/15/26

By: Jose Montoya for  
Aaron C. Harp 01.15.26 R)  
City Attorney

**ATTEST:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lena Shumway  
City Clerk

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lauren Kleiman  
Mayor

**CONSULTANT: Verdantas Inc.,**  
a California corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kristen D Williams  
Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sean Colorado  
Vice President

**[END OF SIGNATURES]**

Attachments:      Exhibit A – Scope of Services  
                         Exhibit B – Schedule of Billing Rates  
                         Exhibit C – Insurance Requirements



# **EXHIBIT A**

## **SCOPE OF SERVICES**

# SCOPE OF SERVICES

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## **ON-CALL GEOTECHNICAL AND MATERIAL TESTING SCOPE OF SERVICES**

The following is a list of on-call geotechnical and materials testing services that shall be required:

- Conduct geotechnical observations, field and lab testing for various types of projects including, but not limited to, above and below ground structures, earthwork and grading, slope stability analysis, gravity and pressure pipelines, and roadway construction.
- Observe and test trench backfill, street subgrade, base material, asphalt concrete (AC), Portland Cement Concrete (PCC) and any other material.
- Perform compaction testing of various materials, laboratory testing related to all aspects of geotechnical engineering.
- Perform wet track abrasion testing for slurry seals.
- Prepare geotechnical engineering reports with recommendations such as pavement design and compaction reports, subgrade treatment, and various geotechnical engineering studies.
- Attend field meetings and other geotechnical support services as requested.
- Perform field investigation such as pavement coring and boring.
- Collaborate and work with City staff on various projects as assigned.



## Scope of Services

With regard to services provided and Verdantas' expertise, the following is a summary of the services to be provided by Consultant. Any of these services shall be utilized during the course of the Agreement to fulfil the needs of the project.

### Geotechnical Engineering and Material Sampling/Testing

#### GEOTECHNICAL INVESTIGATION

Geotechnical investigations shall be performed in general accordance with Orange County and governing jurisdictional requirements. Consultant shall be mobilized and managed out of their Irvine Office and shall utilize resources if needed from other nearby offices. Consultant shall prepare detailed proposals tailored to meet the goal of each individual project. The proposals will present a clear summary of recommended work scope, anticipated schedule, and a breakdown of associated fees. Each proposal will be crafted with a focus on providing expedient and cost-effective engineering solutions.

**Research and Studies:** Initial Research and Studies for the project shall consist of performing a review of existing available documents, geologic maps, and plans relevant to the project that will provide a useful understanding of existing site conditions and site history.

**Field Exploration:** In preparing the scope of a field investigation, Consultant's technical staff shall visit the Project site to ascertain equipment access, utility conflicts, and suitable methods of exploration. Consultant shall prepare a geotechnical scope of work specific to the Project, the site conditions, and the requirements of the City and any other municipalities that may be concerned. Field exploration shall be conducted under the direct supervision of licensed Geotechnical Engineers and/or Certified Engineering Geologists provided by Consultant.

Consultant's field exploration shall utilize an array of available exploration and field testing techniques, including hollow-stem auger drilling, Cone Penetrometer Test (CPT) soundings, air- and mud-rotary drilling, rock coring, hand excavated augers, hand excavated Dynamic Cone Penetrometers (DCP), downhole logging of large-diameter borings, geophysical surveys, test pits, infiltration testing, installation of field monitoring instrumentation, and others.

**Laboratory Testing:** Selected soil samples obtained from Consultant's subsurface exploration shall be tested at Consultant's in-house Irvine (LEA approved) geotechnical laboratory in general accordance with applicable ASTM standards. Sample procurement and handling is performed per ASTM. Consultant has the capabilities to perform a full spectrum of geotechnical soil testing in-house.

**Report and Findings:** Consultant shall prepare a geotechnical design report in general accordance with the current California Building Code and CGS Note 48 guidelines and requirements. The report shall contain graphics and discussions presenting findings, conclusions, and recommendations for the project. The report shall be signed by both a California Certified Engineering Geologist (CEG) and a Geotechnical Engineer (GE) provided by Consultant.

Consultant's geotechnical investigation report shall include a summary of findings including site subsurface conditions, geologic hazards and site seismic parameters. Geotechnical recommendations shall include earthwork recommendations for structure pad and site preparation, foundation design parameters, lateral earth pressures, slab on grade recommendations, pavement designs, temporary excavation, and other project-specific geotechnical recommendations. Consultant's report shall also include construction considerations such as rippability, discussion of ground improvement alternatives, temporary excavations, corrosivity and sulfate/chloride attack potential of site soils, and others.

**A/E Team Coordination and Review:** Consultant shall provide geotechnical support for City's design team during preparation of the project drawings and specifications. Consultant shall review the project drawings and specifications for compliance with Consultant's geotechnical recommendations.

## GEOTECHNICAL OBSERVATION AND TESTING SERVICES

Consultant shall document that the work performed is in compliance with the applicable plans and specifications, and in accordance with applicable sections of the current California Building Code. Consultant's geologist and/or soils technician shall inspect excavations to verify that the conditions anticipated based on the approved project geotechnical report have been encountered, and provide corrective recommendations as deemed appropriate.

Consultant's site qualified engineering technicians shall perform field observations and testing of earthwork operations. Field testing and observation activities shall be performed on an "on-call" basis upon request by the City at the appropriate times during construction. Consultant's field representative shall be present continuously during the earthwork associated with remedial grading and/or preparation of building pads so they may properly document the depth overexcavation and geotechnical characteristics of the compaction of the fill.

Consultant's scope of services shall also consist of the following field, laboratory and office work, generally presented in chronological order:

**Pre-Construction Plan Review:** Perform a technical review of the grading plans and foundation plans for the Project by Consultant's provided Geotechnical Engineer (GE) and Certified Engineering Geologist (CEG). Prepare a letter documenting a review of each plan set, including signature and stamp, as needed.

**Pre-Construction Meeting:** Consultant's project manager and/or field operations manager shall attend pre-construction meetings with representatives of the contractors/sub-contractors and construction management team to establish any site access restrictions, points of contact, protocol for scheduling services, and distribution list for Daily Field Reports (DFRs) and test results.

**Geotechnical Field Observation and Testing:** Consultant's soil technicians shall provide periodic and continuous geotechnical observations and testing during site preparation, overexcavation, and fill placement during earthwork construction, and general site grading. The frequency of observation and testing required shall be established by the governing agency and the project inspector at the pre-construction meeting. In-situ density testing shall be performed using a nuclear moisture/density gauge (ASTM D 6938).

**Geotechnical laboratory Testing:** Geotechnical (soil) laboratory testing of selected onsite or import soil samples shall be performed to evaluate their geotechnical characteristics.

**Project Management:** Consultant shall review DFRs and laboratory test results, and prepare reports for distribution. Geotechnical concerns encountered in the field and noted in the daily reports, and any material tested and found to not conform to project specifications, shall be brought to City's attention. Consultant's Certified Engineering Geologist shall provide supervision, quality review, and project management. Hard copies of the DFRs shall be made available to City upon request.



## MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

Consultant shall prepare neat, clear, and detailed inspection reports, maintain both daily inspection reports, and maintain a daily diary of inspection activities. Reports shall include recognition of whether the work in progress conforms to the approved plans, specifications, and generate job memorandums for review and approval by the City. Consultant's laboratory shall provide a quality assurance plan for reliable test results that are communicated in a timely manner and proper documentation for project close-out. Typical materials testing and special inspection tasks include, but are not limited to, the following:

**Concrete Testing and Inspection:** Provide experienced inspectors during concrete batch plant operations. Batch plant inspection shall consist of monitoring the batch weights and periodic inspection of the aggregate stockpiles and cement bins. Written reports of all inspections shall be provided on a daily basis and at the completion of the Project. Consultant shall also perform material testing of Portland concrete cement (PCC) cylinders. Compression testing of concrete specimens sampled by Consultant shall be performed in accordance to ASTM C39. Written reports of all tests presenting applicable information shall be prepared at the completion of testing and distributed as required by the City.

**Asphaltic Concrete:** Consultant shall provide inspectors during asphaltic concrete plant operations. Written reports of the inspections shall be provided on a daily basis and at the completion of the Project.

**Expansion and Adhesive Anchors, Dowels:** Consultant shall provide special inspection of powder driven concrete anchors, expansion anchors, adhesive anchors and dowels. Consultant will examine the installation of these anchors in accordance with ICC research report for the specific anchor to be used. Consultant shall provide proof testing in tension for the installed anchors per the testing frequencies stated in the approved contract documents.

**Structural Masonry Inspection:** Consultant shall provide inspectors that have been certified as a special inspector for structural masonry. Their work shall consist of inspection of placement of all reinforcing steel and masonry units during the construction of the structures for compliance of the approved plans and job specifications. Inclusive of material testing of mortar and grout. Compression testing of composite masonry prisms, mortar cylinders and grout prism test specimens molded by Consultant shall be performed in accordance to ASTM E447, C780 and CI019. Consultant shall also provide written reports of all tests presenting applicable information as required by the City.

**Structural Steel:** Consultant shall perform inspection of welding procedures and welds for conformance to approved plans, specifications, and building codes. This inspection shall be on a continuous basis during all shop structural welding. Consultant's inspector may use gamma ray, sonic or any other aid for visual inspection that may deem necessary to assure the adequacy of the welding.

During welding inspection, inspector shall examine the installation of high-strength bolts for conformance to the job specifications. Inspector shall check the materials, equipment, and details of construction and installation procedure. Daily reports of the inspections and weekly summary reports shall be provided to the City.

**Fireproofing:** Consultant's inspectors shall be certified as special inspectors for the installation of spray-applied fireproofing. During installation of spray-applied fireproofing, inspectors will check the thickness, perform adhesion testing in the field, and sample applied material for testing in the laboratory.

**Roofing Inspection:** If needed, a subconsultant shall provide roofing inspection services and review of roofing specifications, address any issues, and agree on corrective actions prior to the start of installation. Consultant's inspector shall perform full-time inspections, assuring adherence to roof specifications, and provide close-out documents.

**Laboratory Testing:** All tests shall be performed in accordance with the respective ASTM test method and California test method as appropriate, in accordance with all requirements.

# **EXHIBIT B**

## **SCHEDULE OF BILLING RATES**



## 2025 BILLING RATE SCHEDULE (Verdantas West)

### Professional Services

	Hourly Rate
Senior Consultant I, Associate	\$285.00
Senior Consultant II, Principal	\$325.00
Senior Consultant III, Sr. Principal	\$380.00
Project Manager	\$245.00
Senior Project Manager	\$260.00
Staff I Engineer/Scientist/Geologist	\$200.00
Staff II Engineer/Scientist/Geologist	\$205.00
Project Engineer/Scientist/Geologist	\$225.00
Senior Engineer/Scientist/Geologist	\$245.00

### Support

	Hourly Rate
Field/Lab Technician I	\$110.00
Field/Lab Technician II/Special Inspector	\$120.00
Field/Lab Technician III/Special Inspector II	\$130.00
Senior Technician/Senior Special Inspector	\$140.00
Source Inspector	\$165.00
System Operation & Maintenance Specialist	\$190.00
Non-Destructive Testing (NDT) Specialist	\$195.00
Prevailing Wage (Group 1) *	\$195.00
Prevailing Wage (Group 2) *	\$200.00
Prevailing Wage (Group 3) *	\$205.00
City of Los Angeles Deputy Building/ Grading Inspector	\$205.00

### Support Cont'd

	Hourly Rate
Administrative//Technical	\$100.00
Editor/ Project Coordinator I	
Administrative//Technical	\$130.00
Editor/Project Coordinator II	
Operations / Laboratory Manager	\$230.00
Field/Lab Supervisor	\$180.00

### CAD/GIS/Data Management

	Hourly Rate
CAD Designer I	\$150.00
CAD Designer II	\$165.00
Project Designer	\$170.00
Senior Project Designer	\$190.00
CAD Technician I	\$130.00
CAD Technician II	\$145.00
CAD Technician III	\$155.00
GIS Analyst I	\$155.00
GIS Analyst II	\$165.00
Senior GIS Analyst	\$220.00
GIS Technician I	\$130.00
GIS Technician II	\$150.00
Data Manager	\$170.00
Senior Data Manager	\$195.00

### NOTES:

- Standard Billing Rates:** Our standard billing rates will remain un-modified throughout the duration of the contract term.
- \*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. Prevailing wage rates will increase by \$8 on July 1st of each year.
- Higher Hourly Rates:** Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
- 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 Verdantas 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.
- Field Equipment and Supplies:** Field equipment and in-house supplies will be billed at fixed unit prices, subject to periodic updates.
- Subcontractors and Project Expenses:** 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 15%, unless billed directly to and paid by client or in accordance with the specific project agreement.
- Mileage:** Standard billing rates include all incurred mileage.
- Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors, or any on-site (field) materials testing services:
  - 2 hours: 2-hour minimum charge will be applied to any field visit for technicians or to any service canceled on the same day of service.
  - 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 for technicians and special inspectors.
- 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 Verdantas 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 Verdantas field personnel.
- All expert fees, overtime fees, materials and equipment fees, and overall project fees shall be approved in writing by the City prior to being incurred.



## GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
<b>Classification &amp; Index Properties</b>		<b>Soil Chemistry &amp; Corrosivity cont'd</b>	
Photograph of sample	15	Sulfate content - by ion chromatograph (CTM 417 Part 2)	85
Moisture content (ASTM D2216)	25	Sulfate screen (Hach®)	35
Moisture & density (ASTM D2937) ring samples	37	Chloride content (AASHTO T291/CTM 422)	75
Moisture & density (ASTM D2937) Shelby tube or cutting	45	pH + minimum resistivity (CTM 643)	140
Atterberg limits 3 points (ASTM D4318)	160	Chloride content - by ion chromatograph (AASHTO T291/CTM 422)	85
- Single point, non-plastic	90	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	285
- Atterberg limits (organic ASTM D2487 / D4318)	195	Organic matter content (ASTM D2974)	70
- Visual classification as non-plastic (ASTM D2488) Particle size:	15	<b>Consolidation &amp; Expansion/Swell Tests</b>	
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	155	Consolidation (ASTM D2435):	210
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	195	Each additional time curve.	50
- Hydrometer only (ASTM D7928)	120	Each additional load/unload w/o time reading	45
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928)	200	Expansion Index (ASTM D4829)	140
- Percent passing #200 sieve, wash only (ASTM D1140)	75	Relative compaction of untreated/treated soils/aggregates (CTM 216)	270
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	140	Relative density 0.1 ft mold (ASTM D4253, D4254)	250
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	110	California Bearing Ratio (ASTM D1883) - 3 point	535
Total porosity - on Shelby tube sample (calculated)	180	California Bearing Ratio (ASTM D1883) - 1 point	200
Total porosity - on other sample (calculated)	165	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	335
Shrinkage limits wax method (ASTM D4943)	135	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	365
Pinhole dispersion (ASTM D4647)	225	Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	310
Total porosity - on other sample (calculated)	165	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	115
Dispersive characteristics (double hydrometer ASTM D4221)	215	<b>Triaxial Tests</b>	
As-received moisture & density (chunk/carved sample)	65	Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	145
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	115	Unconsolidated undrained triaxial compression test on cohesive soils(UU, ASTM D2850, USACE Q test, per confining stress)	185
Sieve + hydrometer ≤3-inch sieve, (ASTM D7928)	200	Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	400
<b>Shear Strength</b>		Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-21906(X):	
Pocket penetrometer	20	- Sand or silty sand soils (per confining stress)	400
Direct shear (ASTM D3080, mod., 3 points):		- Silt or clayey sand soils (per confining stress)	535
- Consolidated undrained - 0.05 inch/min (CU)	320	- Clay soils (per confining stress)	755
- Consolidated drained - <0.05 inch/min (CD)	385	- Three-stage triaxial (sand or silty sand soils)	700
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	55	- Three-stage triaxial (silt or clayey sand soils)	935
Remolding or hand trimming of specimens (3 points)	95	- Three-stage triaxial (clay soils)	1,320
Oriented or block hand trimming (per hour)	70	- Remolding of test specimens	70
Single point shear	115	<b>Hydraulic Conductivity Tests</b>	
Torsional shear (ASTM D6467 / ASTM D7608)	880	Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	335
<b>Compaction &amp; Pavement Subgrade Tests</b>		Each additional effective stress	130
Standard Proctor compaction, 4 points (ASTM D698)		Hand trimming of soil samples for horizontal K	65
- 4-inch diameter mold (Methods A & B)	170	Remolding of test specimens	70
- 6-inch diameter mold (Method C)	230	Permeability of granular soils (ASTM D2434)	145
Modified Proctor compaction 4 points (ASTM D1557):		<b>Soil-Cement</b>	
- 4-inch diameter mold Methods A & B	235	Moisture-density curve for soil-cement mixtures (ASTM D558)	260
- 6-inch diameter mold Method C	265	Wet-dry durability of soil-cement mixtures (ASTM D559) <sup>1</sup>	1,290
Check point (per point)	70	Compressive strength of molded soil-cement cylinder (ASTM D1633) <sup>1</sup>	65
Relative compaction of untreated/treated soils/aggregates (CTM 216)	270	Soil-cement remolded specimen (for shear strength, consolidation, etc.) <sup>1</sup>	250
Relative density 0.1 ft mold (ASTM D4253, D4254)	250	<sup>1</sup> Compaction (ASTM D558 maximum density) should also be performed – not included in above price	
California Bearing Ratio (ASTM D1883) - 3 point	535		
California Bearing Ratio (ASTM D1883) - 1 point	200		
R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	335		
R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	365		
<b>Soil Chemistry &amp; Corrosivity</b>			
pH Method A (ASTM D4972 or CTM 643)	50		
Electrical resistivity – single point – as received moisture	50		
Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	95		
pH + minimum resistivity (CTM 643)	140		
Sulfate content - gravimetric (CTM 417 B Part 2)	75		



## CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
<b>Concrete Strength Characteristics</b>		<b>Aggregate Properties cont'd</b>	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8")	40	Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	230
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	45	Cleanness value of coarse aggregate (CTM 227)	225
Trimming concrete cores (per core)	25	Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	240
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	90	Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	695
Flexural strength of concrete (simple beam- center pt. loading, ASTM C293/CTM 523)	90	<b>Masonry</b>	
Non shrink grout cubes (2 inch, ASTM C109/C1107)	30	Mortar cylinders 2" x 4" (ASTM C780)	35
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	430	Grout prisms 3" x 6" (ASTM C1019).	35
Length of concrete cores (CTM 531)	45	Masonry cores compression, ≤6" diameter - testing only (ASTM C42)	45
<b>Hot Mix Asphalt (HMA)</b>		Masonry core shear testing (Title 24)	85
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,250	Veneer bond strength, cost for each - 5 required (ASTM C482)	60
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	965	CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140)	60
Superpave gyratory compaction (AASHTO T312/ ASTM D6925)	375	CMU moisture content, absorption & unit weight - 6 required (ASTM C140)	55
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	160	CMU linear drying shrinkage (ASTM C426)	190
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,445	CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314)	215
Extraction by centrifuge, percent asphalt (ASTM D2172)	160	CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314)	270
Gradation of extracted aggregate (AASHTO T30/ ASTM D5444/CTM 202)	145	<b>Fasteners/Bolts/Rods</b>	
Stabilometer, S-Value (ASTM D1560/CTM 366)	285	F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	110
Bituminous mixture preparation (AASHTO R30/ CTM 304)	85	F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	130
Moisture content of HMA (AASHTO T329/ASTM D6037 /CTM 370)	65	F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ ASTM D2726/CTM 308)	55	F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ ASTM D1188/CTM 308)	60	A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
Maximum density - Hveem (CTM 308)	215	A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	140	A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370)	70
Thickness or height of compacted bituminous paving Mixture specimens (ASTM D3549)	45	<b>Reinforcing Steel and Prestressing Strands</b>	
Wet track abrasion of slurry seal (ASTM D3910)	160	Rebar bend test, up to No. 11 (ASTM A370)	70
Rubberized asphalt (add to above rates)	+25%	Rebar bend test, ≥ No. 14 & over (ASTM A370)	215
<b>Brick</b>		Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	70
Compression - cost for each, 5 required (ASTM C67)	55	Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)	90
Absorption - cost for each, 5 required (ASTM C67)	55	Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
<b>Aggregate Properties</b>		Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670)	45
Bulk density and voids in aggregates (AASHTO T19/ ASTM C29/ CTM 212)	55	Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Organic impurities in fine aggregate sand (AASHTO T21/ ASTM C40/CTM 213)	65	Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670)	215
LA Rattler-smaller coarse aggregate <1.5" (AASHTO /ASTM C131/ CTM 211)	215	Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ ASTM C535/CTM 211)	270	Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Apparent specific gravity of fine aggregate (AASHTO T84/ ASTM C128/CTM 208)	140	Epoxy coated rebar/dowel continuity (Holiday) (ASTM A775/A934)	70
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained	110	Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934)	50
Clay lumps, friable particles (AASHTO T112/ASTM C142)	190	Prestressing wire, tension (ASTM A416)	190
Durability Index (AASHTO T210/ASTM D3744/ CTM 229)	215	Sample preparation (cutting)	55
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	45	Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/ A934)	50
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	140		
Percent of crushed particles (AASHTO T335/ ASTM D5821/CTM 205)	145		



## CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
<b>Streetlights/Signals</b>		<b>Bearing Pads/Plates and Joint Seal</b>	
LED Luminaires / Signal Modules / Countdown	By	Elastomeric bearing pads (Caltrans SS 51-3)	1,060
Pedestrian Signal Face Modules (Caltrans RSS 86)	Quote	Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1,315
<b>Spray Applied Fireproofing</b>		Type A Joint Seals (Caltrans SS 51-2)	1,735
Unit weight (density, ASTM E605)	65	Type B Joint Seals (Caltrans SS 51-2)	1,640
<b>Sample Transport</b>		Bearing plates (A536)	770
Pick-up and delivery (weekdays, per trip, <50 mile radius from our office)	110		

### Notes

- 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 following completion of assigned tests, 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 \$15 per bag and \$6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
- Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age 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. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.
- Additional project fees and storage fees for samples shall be approved in writing by the City prior to being incurred.

## EQUIPMENT LISTING

CLASSIFICATION	\$/UNIT	CLASSIFICATION	\$/UNIT
1/4 inch Grab plates	5/ each	Global Positioning System/Laser Range Finder	80/day
1/4 inch Tubing (bonded)	0.60/foot	Hand auger set	90/day
1/4 inch Tubing (single)	0.40/foot	HDPE safety fence (≤100 feet)	40/roll
3/8 inch Tubing, clear vinyl	0.60/foot	Horiba U-51 water quality meter	135/day
4-Gas meter (RKI Eagle or similar)/GEM 2000	140/day	Light tower (towable vertical mast)	150/day
Air flow meter and purge pump (200 cc/min)	55/day	Magnehelic gauge	15/day
Box of 24 soil drive-sample rings	130/box	Manometer	25/day
Brass sample tubes	11/each	Mileage (will adjust with IRS published rate)	0.70/mile
Caution tape (1000-foot roll)	22/each	Moisture test kit (excludes labor to perform test, ASTM E1907)	65/test
Combination lock or padlock	15/each	Nuclear moisture and density gauge	88/day
Compressed air tank and regulator	55/day	Electrical moisture and density gauge	88/Day
Concrete coring machine (≤6-inch-dia)	160/day	Pachometer	50/day
Consumables (gloves, rope, soap, tape, etc.)	40/day	Particulate Monitor	135/day
Core sample boxes	30/each	pH/Conductivity/Temperature meter	60/day
Crack monitor Two-Dimensional	30/each	Photo-lonization Detector (PID)	150/day
Crack monitor Three-Dimensional	40/each	Pump, Typhoon 2 or 4 stage	55/day
Cutoff saws, reciprocating, electric (Sawzall®)	80/day	QED bladder pump w/QED control box	175/day
D-Meter Walking Floor Profiler	110/day	Quire fee – Phase I only	250/each
Disposable bailers	25/each	Resistivity field meter and pins	200/day
Disposable bladders	20/each	Slip / threaded cap, 2-inch or 4-inch diameter,	20/each
Dissolved oxygen meter	75/day	PVC Schedule 40	
DOT 55-gallon containment drum with lid	85/drum	Slope inclinometer	250/day
Double-ring infiltrometer	135/day	Soil sampling T-handle (Encore)	10/day
Dual-stage interface probe	85/day	Soil sampling tripod	40/day
Dynamic Cone Penetrometer	430/day	Speedy (R) moisture tester	10/day
Generator, portable gasoline fueled, 3,500 watts	90/day	Vapor sampling box	65/day
Stainless steel bailer	60/day	Vehicle usage (carrying equipment)	20/hour
Submersible pump with controller	180/day	VelociCalc	40/day
Submersible pump/transfer pump, 10-25 gpm	65/day	Visqueen (20 x 100 feet)	130/roll
Support service truck usage (well installation)	250/day	Water level indicator (electronic well sounder)	100/day
Survey/fence stakes	10/each	<300 feet deep well	
Tedlar® bags	25/each	ZIPLEVEL®	40/day
Traffic cones (≤25)/barricades (single lane)	55/day	Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site. Additional project fees shall be approved in writing by the City prior to being incurred.	
Turbidity meter	80/day		
Tyvek® suit (each)	25/each		



## EXHIBIT C

### INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
  - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers and employees.

- B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

- C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

- D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

- E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against



City, and shall require similar written express waivers from each of its subconsultants.

- B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees shall be included as insureds under such policies.
  - C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
  - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.
  - E. Subconsultants. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13. Limits of liability for General Liability and Professional Liability (Errors & Omissions) in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000)
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided

through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.
- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subconsultants or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage, subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.



- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.