

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TERRACON CONSULTANTS, INC., a Delaware corporation qualified to do business in California (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Construction Materials Testing and Special Inspection Services for the Access Center Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time for Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on December 1, 2024 and terminates upon the completion of the Scope of Services or on November 30, 2025, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional One year extension(s); provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed two year(s).

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement.

CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation

reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: John R. Della Monica, Jr.

To CONTRACTOR: Terracon Consultants, Inc.
 902 Industrial Way
 Lodi, CA 95240
 Attn: Troy M. Schiess, P.E.

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the

event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any

liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

CITY OF LODI, a municipal corporation

OLIVIA NASHED
City Clerk

SCOTT R. CARNEY
City Manager

APPROVED AS TO FORM:

TERRACON CONSULTANTS, INC.,
a Delaware corporation qualified to do
business in California

By: _____
KATIE O. LUCCHESI
City Attorney



By: _____
Name: TROY M. SCHIESS, P.E.
Title: Office Manager, Principal

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

**Funding Source: ARPA-22001.Contracts.County
(Business Unit & Account No.)**

Doc ID:

CA: Rev.07.2024-VS (CA Formatted)



September 19, 2024

City of Lodi
221 W. Pine Street, Ste. #1
Lodi, CA 95240

Attn: John R. Della Monica
(209) 333-6711
Jdellamonica@Lodi.gov

Re: Proposal for Materials Testing & Special Inspection Services
Lodi Access Center
710 Sacramento Street
Lodi, CA 95240
Terracon Proposal No. PNA241277

Dear Mr. Della Monica:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing and special inspection services for the Lodi Access Center project. Our proposal includes an outline of the project information, our proposed scope of services, estimated quantities, unit rates, and a total estimated fee for our services.

1.0 CAPABILITIES AND EXPERIENCE

Construction Materials Testing & Special Inspection Services

Our team of inspectors and technicians are experienced with providing materials testing, special inspections and/or observations of concrete, soils, aggregate, masonry, structural steel, foundations, fireproofing, and asphalt pavement in the local area and are familiar with the recognized building jurisdiction requirements.

Laboratory Capabilities

Our laboratory is accredited by AASHTO which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, Portland Cement Concrete, and Hot Mix Asphalt. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO and the Concrete and Cement Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by the

- Accredited by American Association of State Highway Transportation (AASHTO re:source)
- Inspected by Concrete and Cement Reference Laboratory (CCRL)
- Validated by United States Army Corps of Engineers (USACE)
- Validated by Department of State Architect (DSA)
- Caltrans Certified

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American Concrete Institute (ACI), National Institute for Certification in Engineering Technologies (NICET), American Welding Society (AWS), and the International Code Council (ICC). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

2.0 PROJECT INFORMATION

Our understanding of the required construction materials testing and special inspection services for this project is based upon the following information:

- Architectural Sheets by NJA Architecture dated 6/27/2023;
- Civil Sheets by MCR Engineering dated 5/25/2023;
- Structural Sheets by Mozaffari Engineering dated 6/27/2023;

Pertinent project information is summarized below:

Item	Description
Location	710 Sacramento Street in Lodi, CA 95240
Size	The site encompasses a gross area of approximately 1 acre.
Project Description	We understand the project consists of the remodel and alterations of an existing building with a footprint of approximately 23,200 SQ FT. New interior, new exterior construction, voluntary structural upgrades, energy compliance, and an outdoor patio area.
Geotechnical Investigation	Geotechnical Engineering Report not provided for this project.
Site Improvements	Additional site improvements include, bathrooms, kitchen, housing, offices, lobby, utility improvements, hardscape and landscaping.

3.0 SCOPE OF SERVICES

Terracon proposes to provide materials testing and special inspection services as summarized below:

Item	Description
Earthwork	Terracon will obtain samples for laboratory tests, perform in-place field density testing and perform periodic or full-time observations for foundation backfill, slab subgrade, select fill, utility backfill, wall backfill, and pavement subgrade and base course.
Foundations	<p>Terracon will observe construction of shallow foundations. Terracon will perform the following:</p> <ul style="list-style-type: none"> ■ Observe installation of the foundations to verify conformance with the specifications; Other pertinent data can be detailed during the pre-construction specification and review meeting, if requested; ■ Notify the contractor's representative of anomalies, or deviations from the specifications.
Concrete Formwork and Reinforcing Steel	<p>Prior to concrete placement, formwork and reinforcing steel for foundations and slabs, and other structural elements will be observed by Terracon. Our observations will include the following:</p> <ul style="list-style-type: none"> ■ Formwork dimensions; ■ Reinforcing steel size, grade, spacing, cover, position, splices, condition, and supports; and ■ Installation of embeds.
Concrete	<p>During concrete placements, observation, sampling and testing will be performed by Terracon for the concrete used for foundations, slabs, and other elements. The concrete will be sampled and tested for slump and temperature at the time of placement. Testing will be performed in general accordance with project plans and specifications.</p> <ul style="list-style-type: none"> ■ Verification of approved design mix; ■ Provide observations of placement procedures, consolidation, and curing and protection; and ■ Cast 1 set of 5 (4-inch by 8-inch) cylinders for each 150 cubic yards or fraction thereof.

Item	Description
Masonry	<p>Terracon will observe the placement of masonry units and reinforcing steel, observe grout spaces, and provide continuous observation during grouting.</p> <ul style="list-style-type: none"> 1 set of 3 grout compressive strength samples will be obtained for each 5,000 square feet of wall constructed. 1 set of 3 CMU Prisms or CMU units for compressive strength testing will be obtained for each 5,000 square feet of wall constructed.
Structural Steel	<p>Terracon will perform observations as required for field welded and high strength bolting connections. Terracon has assumed that the steel fabrication will be performed by an "approved" fabricator. Fabrication shop observations can be provided if requested. Fabrication shop observations are considered an additional scope of service and will be invoiced on a time and materials basis if needed.</p>
Post-Installed Anchors	<p>Terracon will observe and document the post installation of bolts, rebar, threaded rod, and other anchorage systems including observations of materials, hole depth and diameter, cleaning, epoxy preparation, and embedment depth in accordance with contract drawings and the manufacturer's specifications.</p>
Project Management	<p>A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations.</p> <p>To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.</p>

Commitment to Timely Report Turnaround:

We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day;
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing;
- Final reports without non-conformances will be provided within five business days;
- Final laboratory test reports will be provided within two days of test completion.

Terracon Field Representative: In addition to the above services, our field personnel will provide the following services during their visit:

- Check in with the project general superintendent upon arrival on-site;
- Confirm that current approved construction documents are available during our visit;
- Notify the general contractor of our field observations and test results prior to leaving the site;
- Submit a written draft report to the Terracon project manager for review;
- Our field personnel have the right to decline work if they believe the conditions are not safe.

Scheduling of Services: We understand that the client may not be involved with scheduling our services; this is typically the responsibility of the general contractor. We request that the following information be passed on to whom will be responsible for scheduling our services.

- Scheduling testing services must be requested no later than 12:00 pm on the business day preceding the work;
- For structural steel testing and observations, we request 72 hours' notice;
- Scheduling is performed through our dispatcher by directly emailing our dispatcher at noa-scheduling@terracon.com or calling the dispatch direct line at (209) 263-0593;
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project. Failure to do so will result in a cancellation fee;
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project;
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed;

4.0 COMPENSATION

Based on the project information available for our review, our time and materials estimated budget to perform the proposed scope of services is **\$30,020.00**. A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate. Fees for services provided will be based on the unit rates shown in that exhibit. Please note that this is only a budget estimate and not a not-to-exceed price. Any additional out of scope items will be performed within accordance with our current fee schedule.

Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you and providing a

summary of work performed to date and remaining work. We will track the costs of re-testing, stand-by time, and cancellations separately.

5.0 ASSUMPTIONS

- The project is subject to California Prevailing Wage law;
- Our fees for trips to the site will be charged portal to portal;
- This project is located approximately 2 miles from our closest office with a laboratory (Lodi). Typical travel time is 10 minutes, each way.
- Time will be charged in 2 hour increments for earthwork/asphalt observations, and 4 and 8-hour increments for special inspection ACI/ICC/CWI observations, with a 2-hour minimum charge to all on-site hourly unit rates;
- Time worked on-site in excess of 8 hours per day and Saturdays will be charged at 1.5 times the hourly rate. Time worked on Holidays, Sundays and for Saturdays after 8 hours, or weekdays after 12 hours will be charged at 2 times the hourly rate.;
- We have assumed that contractors on the site will work a single shift, typical schedule of 5 days per week;
- Terracon's services specifically exclude job site safety responsibility;
- Our services do not relieve any contractor/subcontractor from complying with project plans and specifications; and,
- Invoices for the project will be submitted on a bi-monthly basis. Requirements relative to invoicing must be provided prior to the start of work so that payments to Terracon can be made in the appropriate time frames discussed below.

6.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services (AFS). Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received. This proposal is valid only if authorized within 45 days from the proposal date.

Proposal for Construction Materials Testing & Special Inspection Services

Lodi Access Center ■ Lodi, California

Septmeber 19, 2024 ■ Proposal No. PNA241277



We appreciate the opportunity to provide this proposal and look forward to working with you. Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,

TERRACON CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Troy M Schiess'.

Troy M Schiess, P.E.
Principal
Office Manager

A handwritten signature in black ink, appearing to read 'George Ogas'.

George Ogas
Project Manager
Group Manager

Copies to: John R. Della Monica (jdellamonica@lodi.gov)
Attachments: Fee Estimate
Agreement for Services



Fee Estimate

Materials Services

Lodi Access Center

Terracon Proposal No. PNA241277

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Special Inspections and Testing						
Earthwork						
PW Group 3 -Field Engineering Technician	\$ 125.00	4.00	hours	10	40.00	\$ 5,000.00
Daily Field Report	\$ 90.00	1.00	each	10	10.00	\$ 900.00
Nuc Gauge Equip.	\$ 45.00	1.00	day	10	10.00	\$ 450.00
Sub Total						\$ 6,350.00
Concrete						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4.00	hours	6	24.00	\$ 3,240.00
Daily Field Report	\$ 90.00	1.00	each	6	6.00	\$ 540.00
Sub Total						\$ 3,780.00
Reinforcing						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4.00	hours	4	16.00	\$ 2,160.00
Daily Field Report	\$ 90.00	1.00	each	4	4.00	\$ 360.00
Sub Total						\$ 2,520.00
Masonry						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4.00	hours	2	8.00	\$ 1,080.00
Daily Field Report	\$ 90.00	1.00	each	2	2.00	\$ 180.00
Sub Total						\$ 1,260.00
Structural Steel (Welding & Bolting)						
PW Group 2 - Certified ICC/AWS Inspector	\$ 140.00	8.00	hours	8	64.00	\$ 8,960.00
Daily Field Report	\$ 90.00	1.00	each	8	8.00	\$ 720.00
Sub Total						\$ 9,680.00
Anchor Installation						
PW Group 4 - Engineering Technician	\$ 120.00	4.00	hours	2	8.00	\$ 960.00
Daily Field Report	\$ 90.00	1.00	each	2	2.00	\$ 180.00
Sub Total						\$ 1,140.00
Sample pick Up						
Engineering Technician	\$ 105.00	2.00	hours	4	8.00	\$ 840.00
Sub Total						\$ 840.00
Laboratory Services						
Modified Proctor	\$ 285.00	3.00	tests	1	3.00	\$ 855.00
Compressive Strength of 4" x 8" Cylinder	\$ 30.00	30.00	tests	1	30.00	\$ 900.00
Compressive Strength of 3x6 inch Grout Prism	\$ 45.00	6.00	tests	1	6.00	\$ 270.00
Skidmore Bolt Testing (set of 3)	\$ 295.00	1.00	each	1	1.00	\$ 295.00
Sub Total						\$ 2,320.00
Project Administration						
Project Engineer	\$ 225.00	2.00	hours	1	2.00	\$ 450.00
Project Manager	\$ 150.00	4.00	hours	1	4.00	\$ 600.00
Clerical / Admin. Support	\$ 90.00	3.00	hours	1	3.00	\$ 270.00
Sr. Admin / PW Administrator	\$ 105.00	2.00	hours	1	2.00	\$ 210.00
Pad Certification Letter	\$ 250.00	1.00	each	1	1.00	\$ 250.00
Final Letter of Compliance	\$ 350.00	1.00	each	1	1.00	\$ 350.00
Sub Total						\$ 2,130.00
Sub Total						\$ 30,020.00
Total						\$ 30,020.00

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EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate. May be waived by Risk Manager depending on the scope of services.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(m) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.