



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Neil O. Anderson & Associates, of Lodi, for Construction Testing and Inspection Services and Appropriating Funds (\$50,000)

MEETING DATE: April 20, 2011

PREPARED BY: Public Works Director

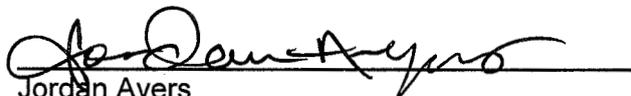
RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with Neil O. Anderson & Associates, of Lodi, for construction testing and inspection services and appropriating funds in the amount of \$50,000.

BACKGROUND INFORMATION: The Public Works Engineering Division requires the services of construction testing and inspection firms to provide analytical support during the design of projects, as well as miscellaneous required testing and inspection services during construction of minor improvement projects. This agreement will allow City staff to use Neil O. Anderson & Associates on an "on call" basis, as needed. This local firm has provided construction testing and inspection services on numerous City projects. The agreement is on a time-and-materials basis with a not-to-exceed limit of \$50,000 for the agreement period through June 30, 2012.

The requested appropriation is from the Engineering operating account. The fund will be reimbursed from individual project-funded accounts.

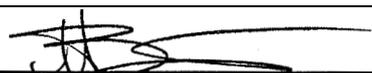
FISCAL IMPACT: Having a single firm under contract to perform construction testing and inspection services will save City staff time and expedite the project design process.

FUNDING AVAILABLE: Requested Appropriation: Engineering Operating Account (103021) \$50,000


 Jordan Ayers
 Deputy City Manager/Internal Services Director


 F. Wally Sandelin
 Public Works Director

Prepared by Gary Wiman, Construction Project Manager
 FWS/GW/pmf
 Attachments

APPROVED: 
 Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND _____

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Neil O. Anderson & Associates (hereinafter "CONSULTANT").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONSULTANT for Construction Testing and inspection Services for various City projects on an "as needed" basis. Scope of Services may include any of the services listed in the Fee Schedule attached here as Exhibit A. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon written request from CITY 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.

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

CONSULTANT 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 CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain

in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as may be requested by the City.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The requested Scope of Services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing.

CONSULTANT 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. CONSULTANT 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 CONSULTANT to practice its profession, and that CONSULTANT 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, CONSULTANT 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 of Services

The term of this Agreement commences from the Date of Agreement through June 30, 2012.

**ARTICLE 3
COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of Exhibit A and prevailing wage laws. City agrees that fees may increase as required by future wage determinations from the State of California Director of Industrial Relations.

CONSULTANT 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

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to project, amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT's compensation for all work under this Agreement shall not exceed fifty thousand dollars (\$50,000).

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 CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any sub consultant 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, CONSULTANT 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

CONSULTANT 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), 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 CONSULTANT, any subcontractor employed directly by CONSULTANT, 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 of the City of Lodi or its officers or agents.

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 CONSULTANT

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

Section 4.7 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT 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
Public Works Department
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: Neil O. Anderson & Associates
902 Industrial Way
Lodi, CA 95240

Section 4.09 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 CONSULTANT is Not an Employee of CITY

CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT 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 CONSULTANT with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONSULTANT 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 CONSULTANT and clearly marked by CONSULTANT as "Confidential" or

“Proprietary”, except to the extent otherwise required by law or permitted in writing by CONSULTANT. CONSULTANT 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

CONSULTANT acknowledges that Lodi Municipal Code Section 3.01.020 requires CONSULTANT to have a city business license and CONSULTANT 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 CONSULTANT 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, -CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONSULTANT 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.

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

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
KONRADT BARTLAM
CITY MANAGER

APPROVED AS TO FORM:

CONSULTANT: *GARRET HUBBARD*

By _____
D. Stephen Schwabauer
City Attorney

By: *[Signature]*
Title: *CEO*

Attachments:

Exhibit A - Scope of Services and Fee Proposal

Exhibit B - Insurance Requirements



EXHIBIT A
GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

2011 SCHEDULE OF FEES TERMS OF PAYMENT AND CHARGES

TERMS OF PAYMENT

- Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

MISCELLANEOUS CHARGES

- All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional \$10.00 per hour to expedite.

HOURLY CHARGES

Time shall be charged in 2, 4, 6 and 8-hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Structural steel and welding inspections shall be charged in 4 and 8-hour increments with a 4 hour minimum. Weekends and holidays will be charged in 4 and 8 hour increments.

OVERTIME

- Time worked in excess of 8 hours per day and weekends will be charged at 1.5 times the hourly rate. Two times (Double Time) the hourly rate will be charged for Holidays and for Saturdays and Sundays after 8 hours.

PREMIUM TIME

- An additional rate of \$10.00 per hour will be charged for work performed before 6am or after 5pm.

PREVAILING WAGE

- In accordance with California Prevailing Wage Law, a surcharge of \$15.00 will be applied per hour for publicly funded projects. A wage differential of \$20.00 per hour will be charged for hours worked before 6 am and after 5 pm.

ANGELS CAMP • LODI • SACRAMENTO • WALNUT CREEK

CORPORATE OFFICE 902 Industrial Way • Lodi, CA 95240 • 209.367.3701 • FAX 209.369.4228 • www.noanderson.com

2011 FEE SCHEDULE

ENGINEERING SERVICES (FOR CUSTOMER REF ONLY)	
Senior Principal Engineer	185.00/hr
Principal Engineer/Geologist	165.00/hr
Senior Engineer / Geologist / Scientist	150.00/hr
Project Engineer / Geologist/ Scientist	135.00/hr
Staff Engineer / Geologist / Scientist	120.00/hr
Expert Consulting	198.00/hr
Expert Testimony	396.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (A/C Soils Inspector, Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	76.00/hr
AC/Soil Inspector with Nuclear Gauge	80.00/hr
Certified Welding Inspector (AWS/CWI)	95.00/hr
DSA Masonry Inspector	95.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	85.00/hr
Administrative Assistant	60.00/hr

DRILLING AND EXPLORATION	
Drilling and Sampling (All terrain rig, 2-person crew)	235.00/hr
Drilling and Sampling (Mobile B53 drill rig, 2-person crew)	225.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	195.00/hr
Drilling and Sampling (CME75 Auger)	265.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	305.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote
Borehole Grouting	250.00/hr
Hand-Auger Soil Sample (1-person Crew)	120.00/hr
Coring (Equipment plus Operator)	130.00/hr
Coring Trailer	165.00/hr
Bit Charges per 6" length	34.00/per core
Support Truck (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Visqueen	75.00/roll
Drums	65.00/ea
Well Supplies	Cost + 20%
Laboratory Analysis	cost + 20%



GEOTECHNICAL SOILS AND AGGREGATES	
LABORATORY	
AGGREGATES	
Sodium or Magnesium Sulphate Soundness ASTM C88 Fine or Coarse (5 cycles), per sieve size	350.00/ea
Injurious Organic Matter (fine aggregate) ASTM C40	75.00/ea
Unit Weight (aggregate) ASTM C29	80.00/ea
Sand Equivalent Test CTM 217	155.00/ea
<i>Specific Gravity:</i> Fine ASTM C128 and Coarse ASTM C127	80.00/ea
Absorption Test, Fine or Coarse Aggregates	70.00/ea
Specific Gravity, Fine, C128	140.00/ea
Specific Gravity, Coarse, C127	140.00/ea
Los Angeles Rattler Test (500 revolutions) ASTM C131	550.00/ea
Cleanness Value, Coarse Aggregate CTM 227	200.00/ea
<i>Durability Index:</i> Fine Aggregate CTM 229 and Coarse Aggregate CTM 229	165.00/ea
Percent Crushed Particles C142	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
SOILS	
Atterberg Limit ASTM D-4318	120.00/ea
Permeability (Falling Head)	280.00/ea
Specific Gravity Determination ASTM D854	80.00/ea
Combined Grading (coarse & fine) ASTM C136/CTM 202	140.00/ea
Grading Analysis, fine with wash ASTM C136	115.00/ea
Grading Analysis, % minus #200 ASTM C112	80.00/ea
Hydrometer Analysis ASTM D422	230.00/ea
<i>Laboratory Maximum Dry Density/Optimum Moisture Content Determination</i>	
4" mold AASHTO T99, ASTM D698	205.00/ea
6" mold AASHTO T99, ASTM D698	215.00/ea
4" mold AASHTO T180, ASTM D1557	205.00/ea
6" mold AASHTO T180, ASTM D1557	215.00/ea
California <i>Wet to Wet</i> CTM 216	215.00/ea
Stabilometer Test R-Value & Expansion, Untreated Samples CTM 301	280.00/ea
Cement- Stabilized Samples CTM 301	280.00/ea
Lime-Stabilized Samples CTM 301	280.00/ea
pH Test	75.00/ea
pH-Lime Determination Test	160.00/ea
Resistivity and pH Test CTM 643	185.00/ea
Swell Test (Expansion Index) UBC 18-2	230.00/ea
Compressive Strength of Lime-Treated Specimens CTM 373	300.00/ea
Percent Lime Design, based on compressive strength (includes R-value and unconfined compressive strength)	1200.00/ea
Unconfined Compression Test	120.00/ea
<i>Direct Shear Test:</i>	
Unconsolidated - Undrained	135.00/point
Consolidated - Undrained	145.00/point
Consolidated - Drained	175.00/point
<i>Triaxial Compression Test</i>	
Unconsolidated - Undrained	175.00/point
Consolidated - Undrained	Request Quote



Consolidated-- Drained	Request Quote
Consolidated-- Undrained with Pore Pressure Measurements	Request Quote
Consolidation Test:	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea

ASPHALT CONCRETE	
<i>State of California Asphalt Concrete Mix Design:</i>	
CTM 202 Sieve Fine Course Agg	145.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	165.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	55.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	85.00/ea
CTM 208 Apparent SpG Fine Agg & BHD	85.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness	180.00/ea
CTM 217 Sand Equivalent	80.00/ea
CTM 227 Cleanness Coarse Agg	160.00/ea
CTM 229 Durability Index	160.00/ea
CTM 303 Kc & Kf	150.00/ea
CTM 304 AC Sample Preparation	80.00/ea
CTM 308 Bulk Spec Grav Bit Mix	50.00/ea
CTM 309 Theo Spec Grav Bit Mix	150.00/ea
CTM 366 Stabilometer Value (Set of 3)	310.00/ea
CTM 367 Asphalt Binder Content	100.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1800.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1000.00/ea
CTM 371 Tensile Strength Ratio Cores	750.00/ea
CTM 382 Ignition Oven Asphalt Content	160.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2 Bulk SpG Agg Blend	100.00/ea
LP-3 Voids Filled with Asphalt	50.00/ea
LP-4 Dust Proportion	50.00/ea
LP-10 Sampling and Testing CRM	175.00/ea
AASHTO T304 Fine Angularity	200.00/ea
ASTM D4791 Flat and Elongated Particles	200.00/ea
<i>Marshall Mix:</i>	
Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	200.00/ea
ASTM D2172 Extraction with Gradation	275.00/ea
ASTM D2041, D2172 Maximum (Rice) Specific Gravity of Bituminous Mixtures	150.00/ea
Asphalt Concrete Consulting	145.00/hr
Asphalt Concrete Core Trailer	165.00/hr

CONCRETE	
TECHNICAL	
Concrete Mix Design Review	200.00/ea



Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	1500.00/ea
Floor Flatness Testing	130.00/hr
Unit Weight Fireproofing	50.00/ea
Schmidt Hammer Testing	90.00/hr
LABORATORY	
Compression Tests , Field cast concrete cylinders, (6"x12"):	26.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Calcium Chloride Moisture Test Kit (includes calculations)	60.00/ea

MASONRY BRICK/BLOCK/TILE	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests on Core (masonry)	145.00/ea
<i>Compression Tests:</i>	
4"x8" Grout Mold Block	26.00/ea
Mortar Cylinder	26.00/ea
2"x4" Cylinder Molds	7.00/ea
Masonry Prism (2-block, mortared & grouted)	175.00/ea
Shotcrete	30.00/ea
Concrete Masonry Unit, 8"x8"x16":	
Compression Test ASTM C140	175.00/ea
Absorption Tests ASTM C140	105.00/ea
Lineal Shrinkage (Volume Change) ASTM C426	175.00/ea
Lineal Shrinkage with Absorption	260.00/ea
Lineal Shrinkage with Absorption and Compression	375.00/ea

STEEL AWS/ASTM/ASME/ANSI/API	
NON-DESTRUCTIVE TESTING	
<i>Ultrasonic</i>	95.00/hr
<i>Magnetic Particle</i>	95.00/hr
<i>Liquid Penetrant</i>	95.00/hr
<i>Brinell Hardness Testing</i>	95.00/hr
High Strength Bolt Testing	110.00/hr
Bolt Pull/Load Testing	110.00/hr
GPR	160.00/hr
Pachometer	110.00/hr
Shrink Bar Testing	
LABORATORY	
<i>Structural Steel</i>	
Bend Test	60.00/ea
Tensile Tests:	
#5 or smaller	125.00/ea
#6 and larger	160.00/ea
<i>Reinforcing Steel (ASTM A615) Tensile & Cold Bend Tests:</i>	
Sizes up to and including No. 6	125.00/ea
No. 7 through No. 11	160.00/ea, plus machining cost +20%



High-strength Bolt, Nut & Washer Testing	260.00/set
Rockwell Hardness Test	70.00/ea
Torque Wrench Calibration	320.00/ea
Welder Qualification and Weld Procedure Qualifications:	
Weld Procedure Qualifications	725.00/ea
Plate Groove Weld- 1G, 2G, 3G, 4G	125.00/ea
Pipe Groove Weld - 1G, 2G, 5G, 6G, 6GR	220.00/ea
Plate Fillet Weld - 1F, 2F, 3F, 4F	70.00/ea
Pipe Fillet Weld - 1F, 2F, 4F, 5F	90.00/ea
Weld Test Plate (set)	60.00/ea
Weld Test Pipe (set)	80.00/ea

STANDARD POOL ENGINEERING SERVICES	
On-Site Steel and/or Excavation Observation	350.00/min
Standard Retaining Wall Design	150.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	150.00/ea
Standard Swimming Pool Detail	150.00/min
Custom Swimming Pool Detail	500.00/min
Consulting Letter	165.00/min
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan	300.00/ea
Treelake Schedule	150.00/set
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Plan Authorization Letter	30.00/ea
Plan Review and Signature "Plan Review"	80.00/min
Pool Vendor Set-Up Fee "Set Up Fee"	250.00/ea
"Standard Pool Plan"	
Pool Vendor Remodel Plan (minimum order 10 sheets)	50.00/ea
Pool Vendor Commercial Plan (per set, includes calculations)	300.00/min
Trellis	
Open Roof (800.00/min)	2.50/sq. ft.
Finished Floor, Pitched Roof (800.00/min)	3.00/sq. ft.

MISCELLANEOUS	
Automobile Mileage	0.80/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Report Preparation	50.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost + 20%/each
Air & Ground Transportation	Cost + 20%/each
CAD - Prints	10.00/sheet





Exhibit B

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|---|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Each. Occurrence

\$2,000,000 Aggregate

\$1,000,000 Professional Liability
(Errors & Omissions) per Claim | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence |
|---|---|

NOTE: 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.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Volunteers and Employees as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **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.
- (d) **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 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. 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 W. Pine St., Lodi, CA 95240.

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 03/24/2011
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100	1001	5398	Reimbursable Charges	\$ 50,000.00
B. USE OF FINANCING	100	103021	7323	PW General Engineering - Professional Services	\$ 50,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional Service Agreement with Neil Anderson for "on call" construction testing and inspection services for various capital projects General Fund will be reimbursed by the various capital funds used for each project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: AWacky Sande

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2011-55

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT FOR
CONSTRUCTION TESTING AND INSPECTION
SERVICES AND FURTHER APPROPRIATING FUNDS

WHEREAS, the Public Works Engineering Division requires the services of construction testing and inspection firms to provide analytical support during the design of projects, as well as miscellaneous required testing and inspection services during construction of minor improvement projects; and

WHEREAS, Neil O. Anderson & Associates has provided construction testing and inspection services on numerous City projects; and

WHEREAS, staff recommends executing a professional services agreement with Neil O. Anderson & Associates, of Lodi, California, to provide construction testing and inspection services on an on-call, time-and-materials basis, in an amount not to exceed \$50,000 for the agreement period through June 30, 2012.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a professional services agreement with Neil O. Anderson & Associates, of Lodi, California, to provide construction testing and inspection services on an on-call, time-and-materials basis through June 30, 2012, in an amount not to exceed \$50,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$50,000 be appropriated from the Engineering operating account for these services.

Dated: April 20, 2011
=====

I hereby certify that Resolution No. 2011-55 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 20, 2011, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Katzakian, Nakanishi, and Mayor Johnson
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Mounce
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk