

**CITY OF CHICO - SERVICE PROVIDER AGREEMENT**

M.T. HALL & ASSOCIATES, INC.  
PROVIDER

NITRATE AREA 3S – PHASE 6 – UNITS 3 & 4 VECINO WEST:  
MATERIALS TESTING SERVICES  
Project Title/Budget Account No. MAJGC/50139-300-4150

ATTACHMENT #6 TO EXHIBIT B  
SERVICE PROVIDER AGREEMENT DATED JULY 15, 2016  
(Agreement Term: July 1, 2016 through June 30, 2019)

SCOPE OF SERVICES - BASIC; NOTICE TO PROCEED; COMPLETION SCHEDULE

Scope of Services - Basic

The Provider shall perform the following Services:

As requested by the City, the Consultant shall provide professional materials testing services such as the following:

**Earthwork Testing**

The Consultant shall provide earthwork testing including all tasks associated with project site and laboratory analysis of earthwork construction activities. This task shall include, but is not limited to, subgrade, embankment, trench backfill, structure fill, and aggregate base compaction and laboratory testing.

**Concrete Pavement Testing**

The Consultant shall provide concrete testing including all tasks associated with project site and laboratory analysis of concrete construction activities. This task shall include, but is not limited to, job mix verification, fresh sampling and slump testing on site, collecting and curing test specimens on site and in the laboratory, and providing compression and flexural testing.

**Asphalt Pavement Testing**

The Consultant shall provide asphalt testing including all tasks associated with project site and laboratory analysis of asphalt construction activities. This task shall include, but is not

limited to, job mix verification, fresh sampling, and compaction testing.

### **Geotechnical Engineering and Testing**

Geotechnical engineering and testing shall be requested for projects that require subsurface analysis for both shallow and deep foundation systems and shall consist of field exploration, soil stability, seismic response, geohazards, laboratory testing, and report preparation. Reports to be prepared by the Consultant's project engineer or engineering geologist shall describe the geotechnical investigation in detail, including grading and foundation recommendations based on the subsurface investigation and laboratory testing.

### **Miscellaneous Testing/Inspection**

Miscellaneous testing and inspection may include masonry block, mortar, structural and reinforcing steel, material source development, anchor bolt pull forces, bituminous mixtures, treated bases and general site inspection as needed. The Consultant shall have access to highly specialized equipment such as gamma-gamma and cross-hole sonic logging for cast-in-drilled-hole piles (CIDH). Testing methods shall include, but may not be limited to, American Association of State Highway and Transportation Officials (AASHTO), American Association of State Highway and Transportation Officials (ASTM), and California Test Methods (CTM) testing methods.

### **Administration**

Services shall include project coordination, data review, data entry, and transmittal of test results and daily field reports.

### Compensation

Compensation shall not exceed \$29,975.00 and shall be billed according to the rates set forth on Exhibit C of the Agreement. Compensation shall be based upon actual monthly invoices received.

	Quantity	Rate	Total
Construction Service Engineer	40 Hours	\$110/Hour	\$4,400.00
Field Technician-Prevailing Wage	215 hours	\$105/Hour	\$22,575.00
MD Curves – ASTM 1557	4 Each	\$200.00	\$800.00
Analysis of Fine & Coarse Agg – CMT 202	10 Each	\$120.00	\$1,200.00
Sand Equivalent – CTM 217	10 Each	\$100.00	\$1,000.00
Total			\$29,975.00

### Notice to Proceed

This Attachment shall constitute the City's Notice to Proceed to the Provider.

Completion Schedule

The Provider shall complete all Services by June 1, 2018.

**CITY OF CHICO - SERVICE PROVIDER AGREEMENT**

M.T. HALL & ASSOCIATES, INC.  
PROVIDER

ON-CALL CONSTRUCTION MATERIAL TESTING  
AND GEOTECHNICAL ENGINEERING SERVICES  
Project Title/Budget Account Nos. Various

EXHIBIT C

COMPENSATION

Compensation for services shall be in accordance with the schedule of hourly rates below:

**Specific Rate of Compensation**

Fringe Benefit 0% + Overhead 0% + General Administration 0% = 0% Combined Indirect Cost Rate = 0%

**Labor Cost (Prime)**

Name / Job Title	Straight	OT(1.5x)
Construction Service Engineer	\$110.00	\$110.00
Administrator	\$50.00	\$75.00
Field Technician - Prevailing Wage	\$105.00	\$125.00
Field Technician - Non-Prevailing Wage	\$75.00	\$90.00

**Labor Cost (Willdan - Subconsultant)**

Name / Job Title	Straight	OT(1.5x)
Geotechnical Engineer	\$230.00	\$265.00
Project Engineer	\$200.00	\$225.00
Senior Staff Engineer/Geologist	\$150.00	\$165.00

**Equipment Cost (Abe Construction - Subconsultant)**

Description of Item	Units	Unit Cost
GGL Equipment Rental	/foot	\$1.60
CSL Equipment Rental	/foot	\$0.80

Min GGL Cost	/day	\$1,000.00
Min CSL Cost	/day	\$500.00
GGL Report	each	\$600.00
CSL Report	each	\$700.00
Equipment Standby	/hr	\$200.00
Equipment Mobilization	each	\$150.00
Mileage/Travel Time	/mi	\$0.54
Lodging/perdiem	/day	\$125.00

### Laboratory Cost

Description	Standards	Units	Unit cost
Compaction Method A, B, or C	ASTM D1557	1	\$ 200.00
Specific Gravity & Absorption - Coarse Aggregate	ASTM C127	1	\$ 80.00
Specific Gravity & Absorption - Fine Aggregate	ASTM C128	1	\$ 80.00
Specific Gravity of Soil	ASTM D854	1	\$ 85.00
Organic Impurities	ASTM D2974	1	\$ 60.00
Sodium Sulfate Soundness (Per Size)	ASTM C88	1	\$ 110.00
Density (Unit Weight) of Soil	ASTM D7263	1	\$ 40.00
Atterberg Limits	ASTM D4318	1	\$ 160.00
Expansion Index	ASTM D4829	1	\$ 150.00
Direct Shear (3 Point)	ASTM D3080	1	\$ 275.00
Consolidation (8 loads + 1 rebound)	ASTM D2435	1	\$ 350.00
Clay Lumps / Friable Parts	ASTM C142	1	\$ 100.00
Hydrometer Analysis	ASTM D422	1	\$ 130.00
In-Place Density & Moisture by Drive Cylinder	ASTM D2937	1	\$ 25.00
Unconfined Compressive Strength of Cohesive Soils	ASTM D2166	1	\$ 60.00
Unconfined Compressive Strength of Treated Soils	ASTM D5102	1	\$ 60.00
Sieve Analysis w/ -200 wash	ASTM C136	1	\$ 120.00
#200 wash only	ASTM D1140	1	\$ 80.00
Triaxial Compressive Strength (3 Point)	ASTM D4767	1	\$ 340.00
California Bearing Ratio (CBR)	ASTM D1883	1	\$ 525.00
Soil Corrosion Evaluation (PH, Resistivity, Sulfate, Chloride)		1	\$ 150.00
Compressive Strength Concrete Cylinders	ASTM C39	1	\$ 25.00
Compressive Strength Concrete Cores	ASTM C42	1	\$ 25.00
Flexural Strength of Concrete	ASTM C78	1	\$ 95.00

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LA Rattler	CTM 211	1	\$ 175.00
Compressive Strength Grout	ASTM C140	1	\$ 25.00
Compressive Strength Mortar	ASTM C780	1	\$ 25.00
Compressive Strength Masonry Prisms	ASTM C1314	1	\$ 100.00
CMU Strength, Unit Weight, Absorption	ASTM C140	1	\$ 180.00
Reinforcing Steel Tensile Test, Up to #7	ASTM A615	1	\$ 80.00
Reinforcing Steel Tensile Test, #8 to #14	ASTM A615	1	\$ 100.00
Analysis of Fine & Coarse Aggregate	CTM 202	1	\$ 120.00
Percentage of Crushed Particle	CTM 205	1	\$ 80.00
Specific Gravity/Absorption Coarse Aggregate	CTM 206	1	\$ 80.00
Specific Gravity/Absorption Fine Aggregate	CTM 207	1	\$ 80.00
Unit Weight of Aggregate	CTM 212	1	\$ 40.00
Relative Compaction of Soils & Aggregate	CTM 216	1	\$ 150.00
Sand Equivalent	CTM 217	1	\$ 100.00
Soil & Aggregate Moisture	CTM 226	1	\$ 25.00
Cleanness Value	CTM 227	1	\$ 100.00

#### Laboratory Cost

Description	Standards	Units	Unit cost
Durability Index	CTM 229	1	\$ 165.00
Uncompacted Voids Content of Fine Aggregate	CTM 234	1	\$ 80.00
Flat & Elongated Particle Measurement	CTM 235	1	\$ 80.00
R-Value	CTM 301	1	\$ 250.00
Bulk Specific Gravity of Field-Compacted Core Method A	CTM 308	1	\$ 30.00
Bulk Specific Gravity of Lab-Compacted Cores (Set of 3)	CTM 308	1	\$ 120.00
Max. Theoretical Density	CTM 309	1	\$ 100.00
Stabilometer Value	CTM 366	1	\$ 270.00
HMA Moisture	CTM 370	1	\$ 25.00
Asphalt Content by Ignition Oven	CTM 382	1	\$ 140.00
Voids Filled in Mineral Aggregate	LP-2	1	\$ 25.00
Voids Filled in Asphalt	LP-3	1	\$ 25.00
Dust Proportion	LP-4	1	\$ 25.00
Rap Correction Factor		1	\$ 400.00
Binder Content Correction Factor		1	\$ 300.00
PCC Mix Design Review	N/A	1	\$ 75.00
HMA Mix Design Review	N/A	1	\$ 75.00

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**CITY OF CHICO**  
P.O. BOX 3420 CHICO, CA 95927-3420

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

No. **139837**

1. Date <b>March 13, 2018</b>	2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated <b>7/15/16</b> <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off <b>BO/MT/td</b>
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5. <input type="checkbox"/> Annual Master <input checked="" type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming	6. Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached	7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor
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8. DELIVER TO (Point of Delivery Destination) <b>City of Chico - Public Works - Engineering PO Box 3420 Chico, CA 95927 REQUIRED DELIVERY DATE: _____</b>	10. FUND(S) AND ACCOUNT(S) CHARGED: <b>MAJGC/50139-300-4150</b>
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9. VENDOR/CLAIMANT (Name and Address) <b>M.T. Hall &amp; Associates, Inc. 609 Entler Avenue, Suite 4 Chico, CA 95928</b>	PEID NO. _____
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**11. ORDER / CLAIM (Subject to conditions in Section 13.)**

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
DNA			NITRATE AREA 3S - PHASE 6- UNIT 3 - VECINCO WEST (SOUTH) AND UNIT 4 - VECINO WEST (NORTH): MATERIALS TESTING SERVICES, under Service Provider Agreement dated July 15, 2016. services to be provided are described in Attachment #6 to Exhibit "B" attached.  Compensation shall not exceed: at the rates set forth in the Services Provider Agreement Exhibit "C" attached.  Attach #6  ( _____ ) Description (14 Characters)		\$29,975.00
Subtotal					\$ 29,975.00
<input type="checkbox"/> Sales Tax					
<input type="checkbox"/> Use Tax					
<b>TOTAL</b> ⇨					\$ 29,975.00

**ATTENTION VENDOR:** Mail your invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.

**12. Approvals**

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature) 	C. City Manager (Authorized Signature) 
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**13. NOTICE TO VENDOR**

ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS.

1. Claimant (Section 12A) certifies that upon claimant's personal knowledge the items and amounts set forth are true and correct, that no part thereof has been paid by the City of Chico, and that the amount claimed is justly due.
2. Void unless signed by City Manager or the authorized representative in Section 12C, above. Changes of any kind from items specified in Section 11, above, are not authorized unless approved in writing by City Manager prior to shipping.
3. Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will not be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
4. Payment will be made with approval from receiving department for items received/services rendered within 30 days of receipt of invoice or as specified by contract.
5. The City Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified in Section 8, above, unless written notice of vendor's inability to comply with the requirement is forwarded to and accepted by the City Manager.
6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
7. The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.