

**Agreement No. TBD**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Ninyo & Moore**

This Agreement is entered into this 22nd, April, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of On-Call Geotechnical Engineering Services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—Sanctions Against Russia Letter of Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$600,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Monday, March 3, 2025, through Thursday, March 2, 2028.

**5. Termination**

This Agreement may be terminated by Contractor or by the Interim Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **7. Relationship to Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

## **10. Insurance**

### **10.1. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

### **10.2. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000, (b) Motor Vehicle Liability Insurance..... \$1,000,000, (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. **Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. Non-Discrimination and Other Requirements**

### **12.1. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **12.2. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **12.3. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### **12.4. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **12.5. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

### **12.6. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

### **12.7. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a county contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor

acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### **15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

#### **16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

#### **17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Sam Lin/Interim Director  
500 County Center, 5th Floor, Redwood City, CA, 94063  
(408) 391-5150  
Email: slin@smcgov.org

In the case of Contractor, to:

Marlene K. Watson/Principal Engineer/Contract Manager  
1301 Marina Village Parkway, Suite 110, Alameda, California 94501  
510-343-3000  
mwatson@ninyoandmoore.com

## **18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

## **19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

## **20. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- A. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- B. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- C. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.



- D. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- E. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- F. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- G. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- H. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

## 21. Exhibits A and B

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor shall provide professional geotechnical engineering services as needed. Services required may include but are not limited to geotechnical/seismic investigation, soils testing (soil profiling and characterization), recommendation for foundation design, site preparation and other design requirements relevant to the site conditions, geotechnical construction observation and testing during construction and/or renovation for various facility sites. Such services may also include reviewing background information, conducting field exploration studies, laboratory testing and analysis, coordination with design teams including the Architects and Structural Engineers, and attendance of various project meetings. All work performed shall comply with the approved construction documents, applicable codes, and regulations.

The initial scope of work for each project will be established prior to the issuing of a task order. Dependent upon the Project's needs, Contractor may be requested to perform various geotechnical related tasks at different phases of design and construction such as:

1. Supervision of all work must be conducted by a registered Geotechnical Engineer ("GE") and/or a Certified Engineering Geologist ("CEG"), as required in the state of California.
2. Contractor shall provide all necessary equipment and other devices as needed to assure all work is done in a timely and professional manner to deliver the required deliverables.
3. Preparation of environmental assessment reports.
4. Perform geotechnical investigations as needed for submission to the relevant reviewing agency/agencies having jurisdiction and adequately provide the technical data needs of the Architectural/Structural design team to support the development of Construction Drawings and Specifications.
  - a. Perform geotechnical feasibility assessment that shall include but not be limited to a desk study (review of existing geotechnical data, public documentation, geologic maps, aerial photographs, historic groundwater level, FEMA flood maps, etc.), preliminary geotechnical exploration and report preparation (summary of findings with preliminary assessment of site conditions and initial recommendation to support building design). Limited exploration shall be performed using Cone Penetration Test (CPT) equipment to identify site hazards, such as liquefaction and soft soil settlement potentials, and provide preliminary soil information for project planning and budgeting purposes.
  - b. Perform design level geotechnical report based on the findings from the feasibility assessment that shall include but not be limited to soil borings (locations, type and depth), detailed geotechnical exploration (drilling, laboratory testing of select soil samples for moisture-density, Atterberg Limits, gradation, strength, corrosivity, consolidation tests, and R-value, etc.), detailed report on the site conditions, constraints, mitigation measures (if applicable), load-induced ground settlement, foundation design recommendation, ground water mitigation (if needed), etc.
5. Soils testing as needed for profiling and characterization.
6. Review existing soils reports from nearby projects.
7. Provide direction for any special surface and/or subgrade soil treatments required.

8. Provide direction for any special issues associated with utility relocations.
9. Identify groundwater levels and bedrock elevations.
10. Determine allowable soil bearing pressure and lateral resistance.
11. Determine areas of undocumented fill versus undisturbed native soils.
12. Define the parameters for controlled fill, backfill, subgrade preparations, over-excavation and re-compact, scarifications and re-compact, proof-rolling, dewatering, compaction, utility trenches, etc.
13. Review and make recommendations for asphalt paving sections, concrete paving sections, concrete SOG section, concrete flatwork, concrete swales, curb, and gutter.
14. Provide required geological, seismic, and geotechnical testing and, apply experience and expertise respecting all the foregoing to address surface drainage, foundation drainage, waterproofing of retaining walls and planters, water stops, etc.
15. Address soil corrosion, soil soluble chlorides, and soil soluble sulfides.
16. Address and specifically analyze the predicted horizontal and vertical movements between structural components as it relates to seismic forces and differential settlement.
17. Preparation of reports shall include foundation, site preparation and underground steel protection recommendations as appropriate.
18. Participate in the constructability review of project documents with the Project Development Unit and respective design teams during design and construction phases.
19. At completion of project, deliver all records, project correspondence and final reports to the County.
20. Work as a liaison with Regulatory Agencies having jurisdiction as is required to provide guidance to the County and others as deemed necessary.
21. Perform/incorporate Regulatory Agency Requirements.
22. Coordinate and work with the County and its consultants.
23. Attend Meetings and other general project coordination duties, as required.

The County may request from the Contractor to provide any or all the above tasks, according to the nature of the project(s) assigned. Contractor must be so staffed as to render these services expeditiously upon request.

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

<b><u>POSITIONS</u></b>	<b><u>HOURLY RATE</u></b>
<b>Professional Staff</b>	
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$250
Senior Engineer/Geologist/Environmental Scientist	\$235
Senior Project Engineer/Geologist/Environmental Scientist	\$220
Project Engineer/Geologist/Environmental Scientist	\$210
Senior Staff Engineer/Geologist/Environmental Scientist	\$200
Staff Engineer/Geologist/Environmental Scientist	\$180
GIS Analyst	\$160
Technical Illustrator/CAD Operator	\$140

<b>Field Staff</b>	<b><u>HOURLY RATE</u></b>
Certified Asbestos/Lead Technician	\$220
Field Operations Manager	\$150
Nondestructive Examination Technician (UT, MT, LP)	\$145
Supervisory Technician	\$140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$135
Senior Technician	\$135
Technician	\$130

<b>Other Charges</b>	<b><u>HOURLY RATE</u></b>

Concrete Coring Equipment (includes technician)	\$190
Anchor Load Test Equipment (includes technician)	\$190
GPR Equipment	\$180
Inclinometer	\$100
Hand Auger Equipment	\$80
Rebar Locator (Pachometer)	\$25
Vapor Emission Kit	\$65
Nuclear Density Gauge	\$12
PID/FID	\$70
Air Sampling Pump	\$25
Field Vehicle	\$10
Expert Witness Testimony	\$450
Special equipment charges will be provided upon request	



## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 190
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 45
Moisture and Density, D 2937	\$ 55
Permeability, CH, D 2434, CT 220	\$ 350
pH and Resistivity, CT 643	\$ 185
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 350
Proctor Density with Rock Correction D 1557	\$ 400
R-value, D 2844, CT 301	\$ 450
Sand Equivalent, D 2419, CT 217	\$ 155
Sieve Analysis, D 6913, CT 202	\$ 175
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 130
Specific Gravity, D 854	\$ 135
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 80
Cores, Compression or Shear Bond, CA Code	\$ 80
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cylinder compression, C 109	\$ 55
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 250
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 350
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 950
Concrete Cores, Compression (excludes sampling), C 42	\$ 130
Drying Shrinkage, C 157	\$ 500
Flexural Test, C 78	\$ 95
Flexural Test, C 293	\$ 95
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 360
Lightweight Concrete Fill, Compression, C 495	\$ 90
Petrographic Analysis, C 856	\$ 2,800
Restrained Expansion of Shrinkage Compensation	\$ 550
Splitting Tensile Strength, C 496	\$ 120
3x6 Grout, (CLSM), C 39	\$ 65
2x2x2 Non-Shrink Grout, C 109	\$ 65

### ASPHALT

Air Voids, T 269	\$ 90
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 190
Dust Proportioning, CT LP-4	\$ 95
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 260
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 160
Film Stripping, CT 302	\$ 130
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 240
Marshall Stability, Flow and Unit Weight, T 245	\$ 250
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 160
Moisture Content, CT 370	\$ 105
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 160
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 110
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,200
Unit Weight sample or core, D 2726, CT 308	\$ 110
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 100
Voids filled with Asphalt, (VFA) CT LP-3	\$ 100
Wax Density, D 1188	\$ 150

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 190
Cleaness Value, CT 227	\$ 190
Crushed Particles, CT 205	\$ 180
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 230
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 220
Material Finer than No. 200 Sieve by Washing, C 117	\$ 100
Organic Impurities, C 40	\$ 100
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 495
Sand Equivalent, T 176, CT 217	\$ 130
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 130
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 150
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 120
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 180

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

County shall process Contractor invoice upon receipt of an approved invoice in the County's Accounting Department. A written itemized monthly invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges must be provided along with any documentation verifying the work billed or hours billed are required along with the invoice.

**Effective November 2022, when submitting invoices, Contractor is required to submit supporting documents along with approved invoices.** Adequate supporting documents include, among others: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of documents required to support/verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed.

Any additional work requested outside of the contract or authorized rates and scope of work can only be billed with proper written County approval, contractor's proposal on the additional requested work, and all necessary backup documentation.

The approved total not-to-exceed amount shall be Six Hundred Thousand Dollars and No Cents (\$600,000.00) over the term of this agreement.

Invoices are to be submitted to:

[pdu\\_invoices@smcgov.org](mailto:pdu_invoices@smcgov.org)

or

Project Development Unit  
500 County Center, 5th Floor  
Redwood City, CA 94063

Invoices not properly submitted according to this contract may result in delay payment to contractor.

#### **Fingerprinting – If Applicable**

Potential staff are required to pass a Live Scan (DOJ and FBI) background check at the contractor's expense prior to working in County facilities. Potential staff shall follow the directions provided by the Project Development Unit to complete this process and will not begin work in a County facility until they have been officially notified in writing by the Project Development Unit that they have received background clearance.

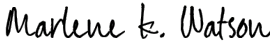
#### **Background Clearance – If Applicable**

Contractors will be required to provide a list of names of each proposed employee to the Project Development Unit 30 days prior to the assignment of any employee. The cost of the Department of Justice clearance is the responsibility of the Contractor. Contract employees will not be permitted to begin work prior to DOJ clearance and received County issued card key badge. Failure to do so will result in the immediate removal of contractor's employee. Contractor is responsible for maintaining proper security clearance for each employee throughout the duration of this agreement and will notify the County within 24 hours of learning of any arrest or detainment of an employee.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Ninyo & Moore

<div>Signed by:  <small>00524FDE901B42A...</small></div>	<div>Apr-15-2025   16:17 PDT</div>	<div>Marlene K. Watson</div>
<div>Contractor Signature</div>	<div>Date</div>	<div>Contractor Name (please print)</div>

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board