

**AGREEMENT NO. 23-\_\_\_\_\_**  
(Agreement for On-Call Services)

THIS AGREEMENT (“Agreement”) is made and entered into this 12<sup>th</sup> day of September, 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Ninyo & Moore Geotechnical and Environmental Science Consultants, a California corporation (“Contractor”).

**W I T N E S S E T H**

**WHEREAS**, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

**WHEREAS**, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services; and

**WHEREAS**, the County desires to obtain a consultant to provide certain on-call engineering services as they are needed, including but not limited to special hazardous material and asbestos inspections and testing; and

**WHEREAS**, the County circulated and distributed a Request for Qualifications (RFQ) in January 2023; and

**WHEREAS**, the Contractor submitted a proposal to provide special hazardous material and asbestos testing services, an excerpt of which is attached as Exhibit A; and

**WHEREAS**, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor understands that the County is relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, the County and the Contractor agree as follows:

**I. BASIC SERVICES**

- A. Contractor shall furnish to the County all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the professional services described in Exhibit “A” hereto and as further set forth in individual Work Proposals approved by the County and Contractor for specific projects or tasks. The terms and conditions of this Agreement shall control all Work Proposals. Contractor shall complete the services in a manner satisfactory to the Director of General Services or his/her written designee (“Director”), including compliance with Special Federal Terms (Exhibit B) when applicable.
  
- B. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	Proposal Excerpts
Exhibit B	Special Federal Terms
Exhibit C	Fee Proposal
Exhibit D	Work Proposal/Task Order Template

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.

- C. Specific projects will be assigned to Contractor through issuance of Work Proposals. After a project to be performed under this Agreement is identified by the County, the County will prepare a draft Work Proposal; less the cost estimate. A draft Work Proposal will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Work Proposal will be delivered to Contractor for review. Contractor shall return the draft Work Proposal within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Work Proposal shall be signed by both the County and Contractor. A Work Proposal is of no force or effect until executed by the Director. No expenditures are authorized on a project and work shall not commence until a Work Proposal/Task Order for that project has been executed by the Director.

**II. COMPENSATION**

- A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, and unless otherwise provided in an approved Work Proposal, Contractor shall

be compensated on a time and materials basis at the hourly rates set forth in Exhibit C to this Agreement.

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement, inclusive of all Works Proposals, shall not exceed three million dollars (\$3,000,000) for the entire term of the Agreement. Any work authorization(s) for a single project that individually or collectively exceed \$100,000 shall be valid only if approved in advance by the Board of Supervisors. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

### **III. METHOD OF PAYMENT**

**A.** Within thirty (30) days of the completion of each task or subtask identified in a Work Proposal in a manner that is satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services shall also include a copy of the Director's written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

**B.** Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

**C.** Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

### **IV. REPORTS**

**A.** Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, at the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may terminate the agreement pursuant to the specifications herein.

**B.** County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

## **V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. In addition, basic data prepared or obtained under this Agreement shall be made available and will be the property of the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

## **VI. RECORDS; ACCESS, RETENTION**

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the five years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

## **VII. DISPUTES**

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

## **VIII. TERM AND TERMINATION**

**A.** The term of this Agreement shall be from July 1, 2023 through June 30, 2026, unless sooner terminated as hereinafter provided. This Agreement may be extended by mutual consent for up to two optional one-year periods with a maximum term of five years. The rates in Exhibit C shall remain firm for the term of the Agreement, provided, however, that at County's sole option, rates may be renegotiated for any extension periods by written

amendment to this Agreement.

**B.** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**C.** This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

**D.** This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party.

**E.** If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

**F.** Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the

sole and exclusive property of the Contractor.

**G.** During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

## **IX. APPLICABLE LAWS; PREVAILING WAGE**

**A.** In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

**C.** Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the project available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the project site, including a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1. If total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements that may apply under the Prevailing Wage Laws, including Labor Code Sections 1725.5, 1771.1. Any stop orders issued by the

Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor-caused delay and shall not be compensable by the County.

2. The County will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate as a result of the applicability of the Prevailing Wage Laws. The possibility of wage increases is one of the elements to be considered by Contractor in determining a bid and will not under any circumstances be considered as the basis of a claim against the County on the Agreement.

#### **X. ADDITIONAL REQUIREMENTS FOR PROJECTS INVOLVING STATE OR FEDERAL FUNDING**

Contractor understands and agrees to comply with additional requirements that may apply for projects involving State or Federal funding as outlined in Exhibit B hereto. Such requirements will be specified, when applicable, in the Work Proposal. As described in Exhibit B, such requirements that Contractor shall comply with including the Drug Free Work Place Act of 1990, Equal Employment Opportunity regulations, Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Disadvantaged Business Enterprise (DBE) program requirements, and federal Davis-Bacon prevailing wage requirements. If Davis-Bacon is applicable, Contractor shall comply with the higher of Federal or State prevailing rates of wages and apprenticeship employment standards established by Davis-Bacon and the California Director of Industrial Relations.

#### **XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

#### **XII. CONTRACTOR'S RESPONSIBILITIES**

**A.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

**B.** With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**C.** If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault. This subsection (b) shall not apply if project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.

**D.** Contractor and/or Subcontractor's responsibility for the defense and indemnity obligations of this Agreement shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

### **XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

**A.** During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

**[note: the following limits need to be reviewed based upon the scope of services, nature of the contractor, etc.; please review with Risk Management]**

a. **Comprehensive General Liability** – \$2,000,000/occurrence and

\$4,000,000/aggregate

b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$1,000,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – \$2,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof

of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor’s insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor’s liability insurance policy.

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10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

**B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage

required by these specifications.

- E.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- F.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and the Contractor will provide proof of compliance to the County of Yolo.
- G.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

#### **XIV. WORKERS' COMPENSATION**

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the Certificate attached hereto as Exhibit C.

#### **XV. NOTICE**

- A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Ninyo & Moore Geotechnical & Environmental Science  
Attn: Brandon Wilken  
1401 Halyard Drive, Suite 110  
West Sacramento, CA 95691

County: County of Yolo  
Attn: Ryan Pistochni  
Department of General Services  
120 W. Main Street, Suite G  
Woodland, CA 95696  
Ryan.Pistochni@yolocounty.org

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: (510) 343-3000 Ext. 15206

County: (530) 666-8888

**C.** Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

**D.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

## **XVI. CONFLICT OF INTEREST**

**A.** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

**B.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes

performance of the services required of it under this Agreement.

**C.** Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

## **XVII. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **XVIII. AUDITS**

**A.** Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

**B.** Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

**C.** Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form

satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

**D.** Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

**E.** Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

## **XIX. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

## **XX. STATUS OF CONTRACTOR**

**A.** It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this

Agreement.

**B.** It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

**C.** It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

## **XXI. AMENDMENT**

This Agreement may be amended only by written instrument signed by the County and Contractor.

## **XXII. WAIVER**

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

## **XXIII. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

## **XXIV. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

## **XXV. ADDITIONAL PROVISIONS**

**A.** Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

**B.** Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

**C. Debarment**

1. By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
  - d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
  - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
  - f. Will included a clause entitled, “Debarment and Suspension Certification” that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

**XXVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first set forth above.

**CONTRACTOR**

By \_\_\_\_\_  
 \_\_\_\_\_

**COUNTY OF YOLO**

By \_\_\_\_\_  
 Oscar E. Villegas, Chair  
 Board of Supervisors

Attest:  
 Julie Dachtler, Senior Deputy Clerk  
 Board of Supervisors

By \_\_\_\_\_  
 Deputy (Seal)

Approved as to Form:  
 Philip J. Pogledich, County Counsel

\_\_\_\_\_  
 Kimberly Hood, Assistant County Counsel



**WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

**CONTRACTOR**

By \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title



Ms. Karen Kawelmacher  
RFQ Coordinator  
County of Yolo  
625 Court Street  
Woodland, California 95695

Response to Request for Qualifications (RFQ) for

## County of Yolo General Services Department

for

### As-Needed On-Call Consulting Services (Group 2)

### Asbestos and Hazardous Material Testing



January 16, 2023  
Proposal No. P08OAK03-01444

## **Ninyo & Moore**

Geotechnical & Environmental Sciences Consultants

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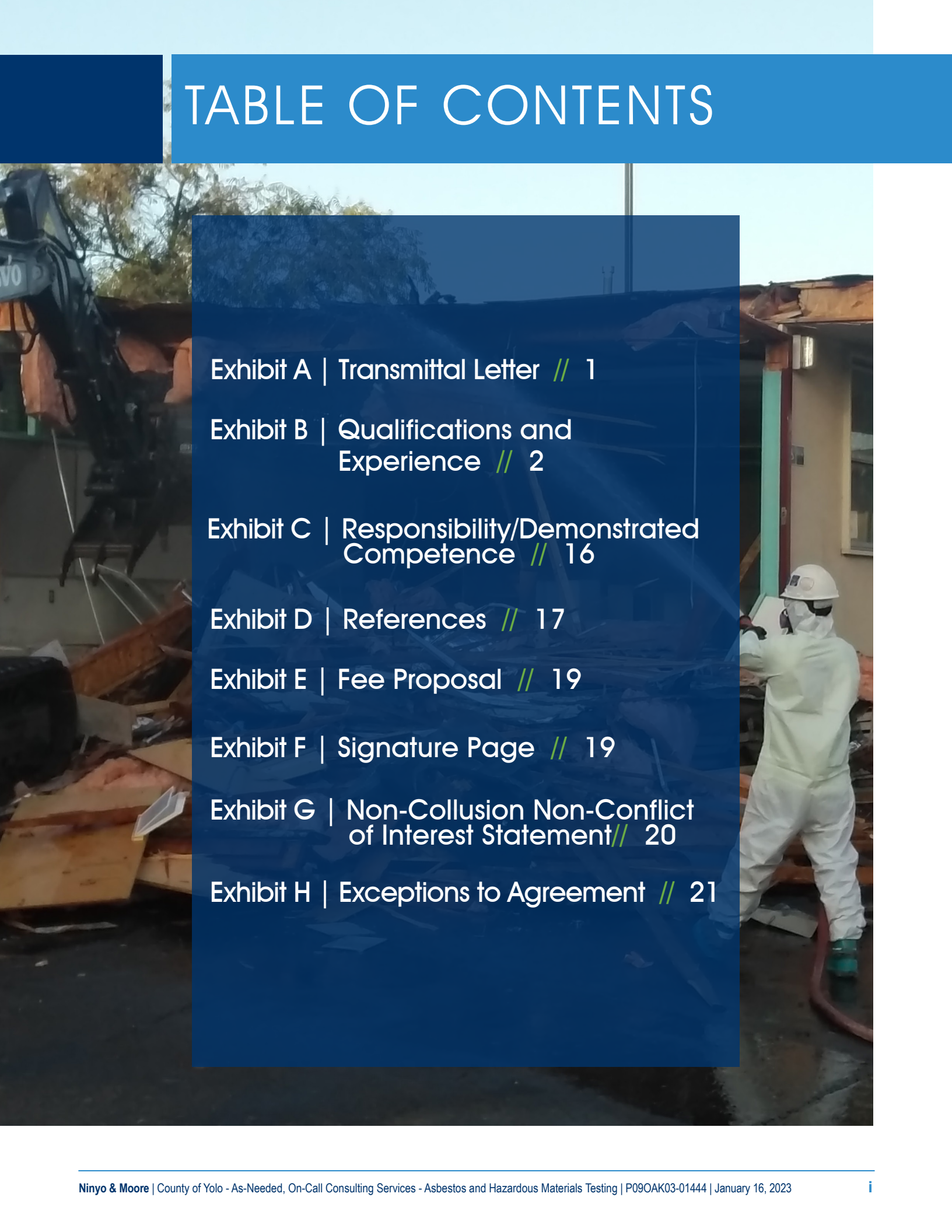


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**EXHIBIT A** |  
TRANSMITTAL LETTER

***Ninyo & Moore***



January 16, 2023  
Proposal No. 09OAK03-01444

Ms. Karen Kawelmacher  
RFQ Coordinator  
County of Yolo  
625 Court Street  
Woodland, California 95695

Subject: Response to RFQ for the County of Yolo General Services Department for  
As-Needed, On-Call Consulting Services (Group 2)  
Asbestos and Hazardous Materials Testing

Dear Ms. Kawelmacher:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo & Moore) appreciates this opportunity to present our qualifications to provide Asbestos and Hazardous Materials Testing services to the County of Yolo General Services Department (County). Ninyo & Moore specializes in asbestos and hazardous materials testing services as part of the wide range of consulting services that we provide to our clients throughout California. We have reviewed the RFQ Group 2 dated December 8, 2022 and Addendum #1 dated January 4, 2023 and look forward to partnering with the County to provide the requested services. Our firm's official authorized to solicit business and enter into contracts is shown below:

#### AUTHORIZED CONTACT INFORMATION

Mr. Brandon Wilken, PG, QSD/P | 1401 Halyard Drive, Suite 110, West Sacramento, California 95691  
bwilken@ninyoandmoore.com (e) | 510.343.3000, Ext. 15206 (p)

We believe we are extremely qualified to provide the requested services, and offer the County the following benefits:

**QUALIFIED TEAM:** In order to ensure the County receives the quality of service and responsiveness needed for a successful project, our team will be led by Principal Geologist/Contract Manager Mr. Brandon Wilken, PG, QSD/P, with support from our Principal Environmental Scientist/Project Manager, Mr. William Larkin, CAC, LRC I/A & PM. They possess a combined 54 years of relevant asbestos and hazardous materials testing experience for public agencies and will be available to the County throughout the duration of all project phases. Mr. Wilken is an authorized representative of Ninyo & Moore with the authority to negotiate on behalf of the company, and is able to commit the company to the terms of the RFQ, as well as the contract that would ensue as a result of this submittal. His full contact information is provided above.

**EXPERIENCE WITH LOCAL COUNTIES AND CITIES:** Ninyo & Moore is currently providing on-call services for numerous local agencies, including the Cities of Sacramento, Santa Clara, South San Francisco, Oakland, Fremont, and Pittsburg; and the City and County of San Francisco, among others. Services provided to these entities have been identical to those requested by the County. This current and recent experience with other public agencies will assist in maintaining budgets and schedules while managing safety.

**SUCCESSFUL APPROACH TO PROVIDING ON-CALL SERVICES:** We understand the nature of the work required and the importance of offering a comprehensive range of geotechnical, environmental and materials testing and inspection services, in a responsive manner, using project-proven methods. This improves our response time and mobilization of the qualified individuals to execute the required tasks. We have designed our team with maximum flexibility for demanding project requirements including the assignment of concurrent task orders.

We look forward to this opportunity to work with the County and look forward to work on the County's planned projects.

Sincerely,  
**NINYO & MOORE**

A handwritten signature in black ink that reads 'William P. Larkin'.

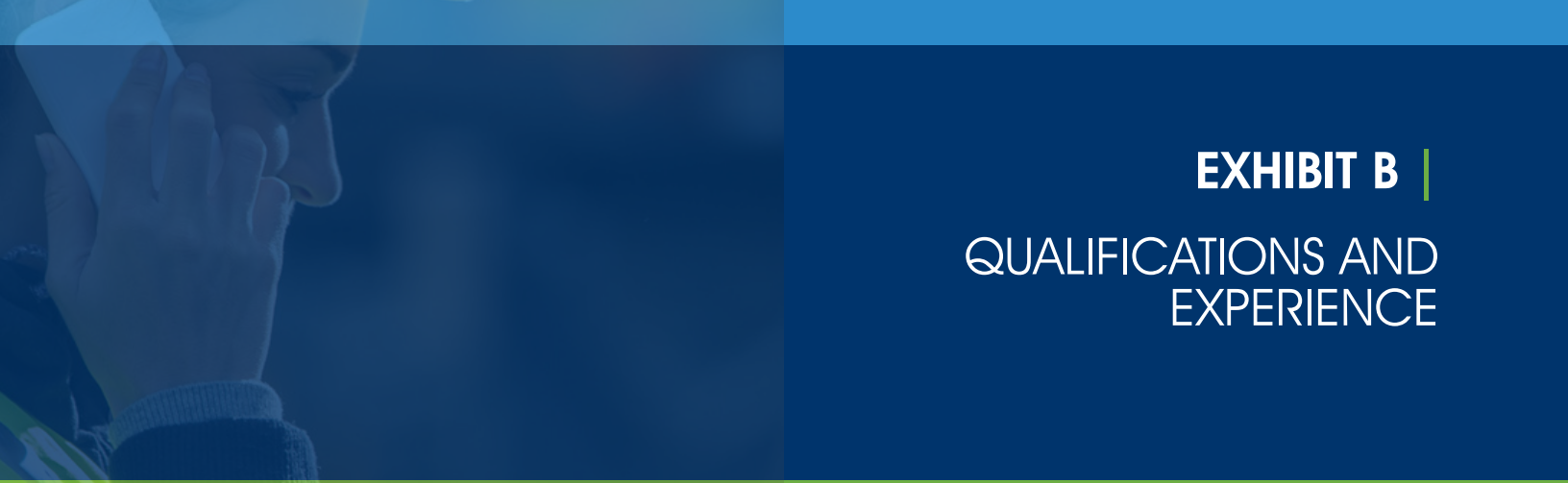
Mr. William Larkin, CAC, LRC PM & I/A  
Principal Environmental Scientist/Project Manager

A handwritten signature in black ink that reads 'Brandon A. Wilken'.

Mr. Brandon Wilken, PG, QSD/P  
Principal Geologist/Contract Manager

WPL/BSW/gg/eb

Distribution: (1) Addressee (via BidSync)



**EXHIBIT B** |  
QUALIFICATIONS AND  
EXPERIENCE



*Ninyo & Moore*

# QUALIFICATIONS AND EXPERIENCE

## 1. SIMILAR SERVICES OVER THE PAST 5 YEARS FOR PUBLIC ENTITIES

Ninyo & Moore has provided environmental services for public agencies in Northern California since 1986. Our qualifications demonstrate our expertise and experience providing the requested scope of services by our team of registered/certified geologists, environmental scientists, asbestos and lead consultants, and engineers.

Project experience in the past 5 years is provided in the following pages to demonstrate Ninyo & Moore's relevant experience providing asbestos and hazardous materials testing services for public entities, including Federal, state, county or municipal clients throughout Northern California.



Ninyo & Moore was retained by one of the major construction management firms (Hensel Phelps Construction Company [HPCC]) implementing major renovation work at the San Francisco International Airport (SFIA/San Francisco County property) to provide as-needed hazardous materials investigations and abatement oversight services. Our scope of services included conducting hazardous building materials surveys/sampling, preparing abatement specifications, conducting abatement oversight and clearance/perimeter air sampling, and preparing closeout reports and documentation. We also provided project management including scheduling, budgeting, client communications, and document preparation and participation in abatement oversight to maintain schedule and project objectives. We have worked for HPCC out at the SFIA for the past 8 years on as-needed basis. The major work included the demolition and re-build of Terminal 1. However, during this demolition/re-build project included a lot of follow-on work; including approximately two months of monitoring for hydrogen sulfide (H<sub>2</sub>S) gas during earth/foundation work and OSHA job hazards analysis (JHAs).

During these work activities, Ninyo & Moore worked off-hours (nights and weekends), underwent project-specific and general SFIA safety training, and had to comply with Transportation Safety Administration (TSA) safety and scheduling protocols.

**PROJECT COMPLEXITIES:** Successful implementation of compressed TSA work scopes/schedules and off-hour work hours.

## San Francisco International Airport San Francisco, California

### SCOPE OF WORK

- Hazardous Materials Investigations
- Abatement Oversight

### CLIENT

#### HENSEL PHELPS

Mr. Andrew Cameron  
Environmental Project Manager  
4750 Willow Pass, Suite 100  
Concord, California 94588  
925.899.0299  
acameron@henselphelps.com

### TIMELY COMPLETION

Yes



Ninyo & Moore was retained by the Alameda County Public Works Agency (ACPWA) to provide as-needed hazardous materials investigations and abatement oversight services at ACPWA industrial facilities and water pump stations throughout Alameda County. As part of this contract, our scope of services included conducting hazardous building materials surveys/sampling, preparing abatement specifications, conducting abatement oversight and clearance/perimeter air sampling, and preparing closeout reports and documentation. We also provided project management including scheduling, budgeting, client communications, and document preparation and participation in abatement oversight to maintain schedule and project objectives.

**PROJECT COMPLEXITIES:** Successful implementation of compressed work scopes/schedules.

## Alameda County Various, California

### SCOPE OF WORK

- Hazardous Building Materials Survey
- Abatement Oversight Services

### CLIENT

#### Alameda County Public Works Agency

Mr. James Yoo  
Associate Environmental Compliance Specialist  
399 Elmhurst Street  
Hayward, California 94544  
510.670.5480  
jamesy@acpwa.org

### TIMELY COMPLETION

Yes



Ninyo & Moore was retained by the City of Oakland (City) to provide as-needed hazardous materials investigations and abatement oversight services at properties (office buildings, libraries, etc.) and facilities throughout the City. Our scope of services included conducting hazardous building materials surveys/sampling, preparing abatement specifications, conducting abatement oversight and clearance/perimeter air sampling, and preparing closeout reports and documentation. We also provided project management including scheduling, budgeting, client communications, and document preparation and participation in abatement oversight to maintain schedule and project objectives. Ninyo & Moore also helped the City in assessing potential water quality problems at five public swimming pools throughout the City.

**PROJECT COMPLEXITIES:** Successful implementation of compressed work scopes/schedules.

## City of Oakland Various, California

### SCOPE OF WORK

- Hazardous Building Materials Survey/Sampling
- Abatement Oversight Services

### CLIENT

#### City of Oakland

Ms. Kayleigh Lim  
Environmental Program Specialist  
250 Frank H. Ogawa Plaza,  
Suite 5301  
Oakland, California 94612  
510.238.3961  
klim@oaklandca.gov

### TIMELY COMPLETION

Yes



Ninyo & Moore was retained by the City of Richmond (City) to provide as-needed hazardous materials investigations and abatement oversight services at properties including office buildings, park facilities, libraries, industrial facilities and fire stations throughout the City. Our scope of services included conducting hazardous building materials surveys/sampling, preparing abatement specifications, conducting abatement oversight and clearance/perimeter air sampling, and preparing closeout reports and documentation. We also provided project management including scheduling, budgeting, client communications, and document preparation and participation in abatement oversight to maintain schedule and project objectives.

**PROJECT COMPLEXITIES:** Successful implementation of compressed work scopes/schedules.

## City of Richmond Various, California

### SCOPE OF WORK

- Hazardous Building Materials Survey
- Abatement Oversight

### CLIENT

#### City of Richmond

Mr. Jose Urquilla  
Facilities Maintenance  
Superintendent  
450 Civic Center Plaza  
Richmond, California 94904  
510.620.5482  
jose\_urquilla@ci.richmond.ca.us

### TIMELY COMPLETION

Yes



Ninyo & Moore was retained by the City of South San Francisco (City) to provide as-needed hazardous materials investigations and abatement oversight services including industrial facilities, water filtration plants and public parks/facilities throughout the City. Our scope of services included conducting hazardous building materials surveys/sampling, preparing abatement specifications, conducting abatement oversight and clearance/perimeter air sampling, and preparing closeout reports and documentation. We also provided project management including scheduling, budgeting, client communications, and document preparation and participation in abatement oversight to maintain schedule and project objectives.

**PROJECT COMPLEXITIES:** Successful implementation of compressed work scopes/schedules.

## City of South San Francisco Various, California

### SCOPE OF WORK

- Hazardous Building Materials Survey/Sampling
- Abatement Oversight Services

### CLIENT

#### City of South San Francisco

Mr. Ernesto Lucero  
Economic Development  
Coordinator  
P.O. Box 711  
South San Francisco, California  
94083  
650.829-6620  
ernesto.lucero@ssf.net

### TIMELY COMPLETION

Yes

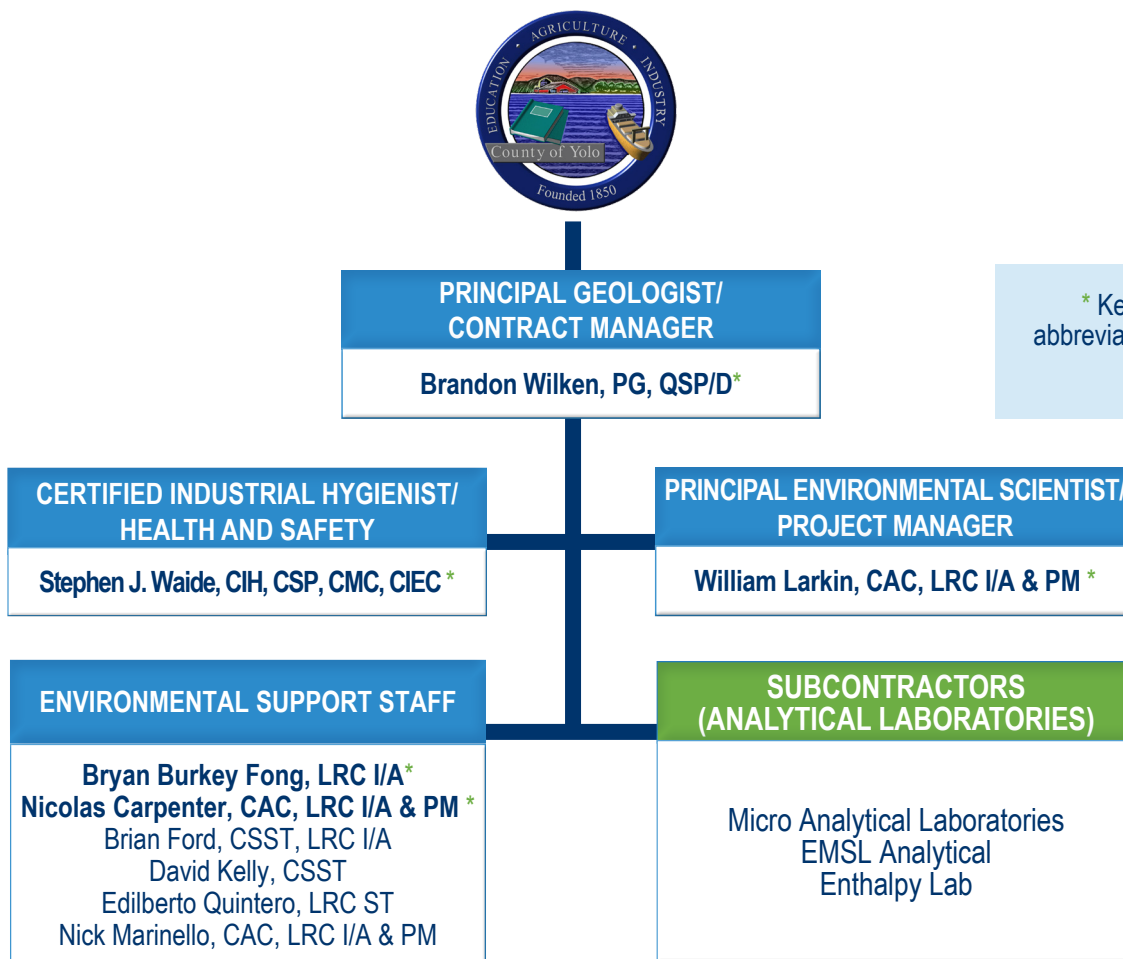
## 2. FEDERAL AND STATE FUNDED PROJECTS EXPERIENCE

We have worked for public works agencies throughout Yolo County and Northern California providing our full suite of service capabilities while continuing to expand our service offerings throughout California. Having provided services for federally funded projects with various agencies, such as Alameda County Public Works, Port of Oakland, Association of Bay Area Governments, San Francisco International Airport, Cities of Santa Clara, South San Francisco, Oakland, Fremont, and Pittsburg; and the City and County of San Francisco, the Ninyo & Moore team understands the unique challenges of working within an agency serving the public where public safety, schedule, budget, and communications are critical.

## 3. PERSONNEL AND SUBCONTRACTOR QUALIFICATIONS AND RESUMES

Our team will be led under the direction of Mr. Brandon Wilken, PG, QSP/D, Principal Geologist/Contract Manager. For this on-call services contract, we have carefully assembled a qualified and experienced team of professionals to support Mr. Wilken with day-to-day activities. The assigned staff are credentialed and licensed in their specific disciplines and are fully committed to providing the necessary resources for successful project completion. They bring a combination of strong technical and contract management skills and were selected with specific attention to the anticipated scope of work for the County. Hazardous material surveys and related abatement services will be led by Principal Environmental Scientist/Project Manager, Mr. William Larkin, CAC, LRC, I/A & PM. Both of these professionals have a track record of successfully managing public-works projects as evidenced by repeat contract awards.

We have provided an organization chart outlining the team roles and flow of communication below following a table summarizing our key personnel's qualifications and relative experience, resumes for key personnel, and brief subcontractor qualifications.



\* Key personnel; abbreviated resumes included.

SUMMARY OF KEY PERSONNEL QUALIFICATIONS		
Staff Name and Role	Education, Credentials, and Certifications	Relative Experience
<b>Brandon Wilken</b> <i>Principal Geologist / Contract Manager</i>	B.S., Geology PG 7564 (California) Qualified SWPPP Practitioner/ Developer, QSP/D No. 28075 (California)	<ul style="list-style-type: none"> <li>• City of Albany Landfill Environmental Services</li> <li>• City of San Pablo On-Call Cap Inspection and Regulatory Compliance</li> <li>• City of South San Francisco Environmental Services</li> <li>• Port of Oakland Environmental Consulting Services</li> <li>• Berkeley Unified School District, Environmental Soil Characterization</li> <li>• Oakland Unified School District Ph I and II ESA</li> <li>• Redwood City School District Environmental Consulting Services</li> </ul>
<b>William P. Larkin</b> <i>Principal Environmental Scientist/Project Manager</i>	M.P.A., Master of Public Administration B.A., Political Science & European History CAC 99-2688 (California) LRC I/A 00001285 (California) LRC PM 00001284 (California)	<ul style="list-style-type: none"> <li>• City of Pittsburg On-Call Geo, CMT, Env HAZMAT</li> <li>• City of Richmond On-Call Mold, ASB &amp; LBP Testing</li> <li>• City of South San Francisco Suspect Bulk PCB Sampling</li> <li>• City of Valejo On-Call Engineering HBMS Services</li> <li>• San Francisco International Airport HBMS</li> <li>• Berkeley Unified School District On-Call Hazardous Materials</li> <li>• East Bay Regional Park District HBMS and Soil Sampling</li> </ul>
<b>Steve Waide</b> <i>Certified Industrial Hygienist   Health &amp; Safety Director</i>	B.S., Occupational Safety and Health B.S., School and Community Health American Board of Industrial Hygiene, Certified Industrial Hygienist (CIH) No. CP7005 Board of Certified Safety Professionals, Certified Safety Professional (CSP) No. 15352 American Council for Accredited Certification, Certified Microbial Consultant (CMC) No. 0608087 American Council for Accredited Certification, Certified Indoor Environmental Consultant (CIEC) No. 0611042	<ul style="list-style-type: none"> <li>• City of Cupertino Soil Sampling</li> <li>• City of Alameda Dust Monitoring</li> <li>• City of South San Francisco PCB Sampling</li> <li>• City of Albany Soil Vapor Survey San Francisco International Airport HBMS</li> <li>• San Jose State University Hazardous Materials Administration</li> <li>• The Presidio Trust HBMS</li> </ul>
<b>Bryan Burkey Fong</b> <i>Senior Project Geologist</i>	B.S., Geology CDPH LRC I/A Inspector, No. 00002726	<ul style="list-style-type: none"> <li>• City of Oakland Soil Characterization and Backfill Specifications</li> <li>• City of South San Francisco Landfill Gas Monitoring</li> <li>• City of South San Francisco Phase I ESA</li> <li>• Judicial Council of California Phase II ESA</li> <li>• Port of Oakland Groundwater Monitoring</li> <li>• Oakland Unified School District Phase I &amp; II ESA</li> <li>• Leadership of Public Schools Soil Management Plans</li> </ul>
<b>Nicolas Carpenter</b> <i>Senior Environmental Scientist</i>	B.S., Biology CA/DOSH Certified Asbestos Consultant, No. 12-4867 CDPH Lead-Related Construction Inspector/Assessor, No. LRC-5078 CDPH Lead-Related Construction Project Monitor, No. LRC-5077	<ul style="list-style-type: none"> <li>• City and County of San Francisco ASB &amp; LBP Monitoring</li> <li>• City of Brentwood HBMS</li> <li>• San Francisco International Airport HBMS</li> <li>• The Presidio Trust HBMS</li> <li>• San Jose International Airport HBMS</li> <li>• Port of Oakland Environmental Investigation</li> </ul>



Ninyo & Moore has assisted the City of Oakland with a wide variety of projects. They have kept budgets to a minimum and have delivered a quality product. They have also demonstrated the ability to be flexible with both budgets and personnel as projects evolve. They are attentive to the City’s needs and excellent at keeping lines of communication open before, during and after a project.”

-Mark Gomez  
City of Oakland

# Brandon S. Wilken, PG, QSP/D

## Principal Geologist/Contract Manager



### EDUCATION

B.S., Geology, 1996, University of Nebraska-Lincoln

### REGISTRATIONS/CERTIFICATIONS

PG 7564 (California)

Qualified SWPPP Practitioner/Developer, QSP/D No. 28075 (California)

OSHA 40-Hour Health & Safety Training with Annual Updates

### PROFESSIONAL AFFILIATIONS

California Groundwater Resource Association (GRA)

Geologic Society of America (GSA) – Hydrogeology Division

As a Principal Geologist for Ninyo & Moore, Mr. Wilken has extensive experience in the environmental industry and started his career working in the field all over North America for a hard rock mineral exploration company. His experience in field geophysics led him to the contaminant assessment and remediation industry, providing professional geologic services including environmental hydrogeology, site investigation, remedial planning and implementation, health risk screening, due diligence, regulatory negotiations, and litigation support. Mr. Wilken has lead investigation and remediation projects driving risk-based solutions to successfully close environmental projects and reduce client's costs. He works closely with regulators, stakeholders, and clients to negotiate effective solutions utilizing sound science, strong technical expertise, and clear communication skills. Mr. Wilken has completed projects for a wide range of clients, including major oil companies, municipalities, manufacturing groups, and individual small business owners.

### EXPERIENCE

**Berkeley Unified School District, Environmental Soil Characterization, Berkeley, California:** Principal Geologist during an environmental assessment report for the Berkeley High School parking lot located at 1980 Alston Way in Berkeley, California. Ninyo & Moore's services included preparation of a site-specific Health and Safety Plan; coordination of with the California-certified analytical laboratory; securing drilling permits through the City of Berkeley Toxics Management Division; procurement of the field sampling supplies; and provision of project management services.

**City of South San Francisco Environmental Services, South San Francisco, California:** Principal Geologist during a Phase II ESA, a Vapor Intrusion Study, and an Additional Soil Vapor Intrusion Study for the City of South San Francisco to evaluate subsurface impacts at the proposed Police Department building site. Prepared a Soil and Precipitation Management Plan with guidance for the City and their contractor on how to manage soil and water due to precipitation during construction activities and also conducted a Hazardous Building Material Survey (HBMS) and Polychlorinated Biphenyl (PCB) Assessment of the existing building on site. Prepared a Remedial Action Plan describing soil excavation, confirmation sampling, and reporting to be performed to address the soil vapor impacts at the site.

**Port of Oakland Lot 12 Development, Fifth Five-Year Review Report, Oakland, California:** Principal Geologist for the performance of document review, interviews, and cap inspection efforts to complete the fifth Five-Year Review Report. He oversaw the drafting of the report, completed the final professional review, and signed and stamped the report. The Five-Year Review report was recently submitted to document the last five years of inspections and oversight, and to determine that the remedies in place are still protective of human health and the environment. The Five-Year Review report is currently under review by Department of Toxic Substances Control (DTSC).

**Redwood City School District, Environmental Consulting Services, Redwood City, California:** Principal-in-Charge for environmental consulting services related to the Garfield Community School expansion project subsurface construction activities. Prepared a Remedial Action Completion Report upon completion of field activities documenting removal of impacted soils from the site.

# William P. Larkin, PG, QSP/D

## Principal Environmental Scientist/Project Manager



### EDUCATION

M.P.A., Golden Gate University, 1994,  
San Francisco, California

B.A., Political Science and European  
History, 1984, University of California,  
Davis

### REGISTRATIONS/CERTIFICATIONS

CA/DOSH Certified Asbestos Consultant,  
No. 99-2688

CDPH Lead-Related Construction  
Inspector/Assessor, No. 1285

CDPH Lead-Related Construction Project  
Monitor, No. 1284

Sampling and Evaluating Airborne  
Asbestos Dust Certification, NIOSH 582

OSHA 40-Hour Health & Safety Training  
with Annual Updates

Mr. Larkin has extensive experience in all aspects of asbestos and lead-based paint surveys and construction management programs, as well as environmental planning programs including transportation and city planning projects. He has participated in multi-family asbestos and lead-based paint surveys in both occupied and unoccupied buildings, aided in asbestos project design and provided project management and construction monitoring in educational, commercial, industrial, residential, and laboratory facilities. Mr. Larkin has conducted numerous environmental due diligence assessments and compliance reviews of retail, industrial, and commercial properties, as well as numerous biological/mold assessments for private and public clients. He has performed hundreds of HBMS throughout the San Francisco Bay Area and Northern California.

### EXPERIENCE

**San Francisco International Airport, Hazardous Materials Abatement Oversight, San Francisco, California:** Project Manager during as-needed hazardous materials investigations and abatement oversight services. Our scope of services included conducting hazardous building materials surveys/sampling, preparing abatement specifications, conducting abatement oversight and clearance/perimeter air sampling, and preparing closeout reports and documentation. Provided project management including scheduling, budgeting, client communications, and document preparation and participation in abatement oversight to maintain schedule and project objectives. We have worked for HPCC out at the SFIA for the past 8 years on as-needed basis. The major work included the demolition and re-build of Terminal 1. However, during this demolition/re-build project included a lot of follow-on work; including approximately two months of monitoring for hydrogen sulfide (H<sub>2</sub>S) gas during earth/foundation work and OSHA job hazards analysis (JHAs).

**East Bay Regional Park District, Hazardous Building Materials Survey and Soil Sampling, Buildings 3 and 7, Alameda, California:** Project Manager during Hazardous Building Material Survey (HBMS) at Buildings 3 and 7 located along McKay Avenue in Alameda, California. Services included coordination with the Client related to the implementation of this HBMS at the site buildings; visual assessment of accessible areas within the site buildings to evaluate the possible presence of asbestos-containing materials (ACMs) and lead-based paint (LBP); collection of 126 building material samples and submittal of these samples to an independent, certified laboratory for analysis of asbestos content; collection of 29 paint chip samples and submittal of these samples to an independent, certified laboratory for analysis of lead content; visual assessment and quantification of potential mercury-containing thermostats/switches, PCB-containing items, fluorescent light tubes, exit signs, air conditioning units, and Freon™-containing refrigeration systems; and preparation of a HBMS, which presents our data and summarizes the assessed materials.

**City of Richmond, On-Call Mold, ASB & LBP Testing, Various, California:** Project Manager during approximately 20 projects for the City of Richmond since 2013. These projects have included services for environmental assessment and remediation work; and hazardous building materials surveys (HBMS), preparation of related abatement specifications, oversight and monitoring (including clearance sampling and closeout reporting); and mold assessments. Buildings/facilities included a variety of facilities such as a senior center, firehouses, the Civic Auditorium, Shields-Reid Community Center, Anderson Community Center, Point Molate facilities, Wendell Park, and others. HBMS typically included sampling for suspect asbestos-containing material (ACM) and lead-containing material (LCM); however, several projects also included assessment of suspect universal wastes that include materials such as mercury, PCBs, and chlorofluorocarbons.

# Stephen J. Waide, CIH, CSP, CMC, CIEC

## Certified Industrial Hygienist/Health & Safety Director



### EDUCATION

B.S., Occupational Safety and Health, 1989, California State University, Fresno

B.S., School and Community Health, 1987 California State University, Fresno

### REGISTRATIONS/CERTIFICATIONS

American Board of Industrial Hygiene in Comprehensive Practice, CIH No. CP7005

Board of Certified Safety Professionals in Comprehensive Practice, CSP No. 15352

American Indoor Air Quality Council, Certified Microbial Consultant, CMC No. 0608087

American Indoor Air Quality Council as a Certified Indoor Environmental Consultant, CIEC No. 0611042

Mr. Waide is a Certified Industrial Hygienist at Ninyo & Moore and is the company's Corporate Health and Safety Director. He has extensive experience in the development and implementation of industrial hygiene, health physics, and industrial safety programs. His background encompasses projects within private industry- and government-funded environmental projects such as large-scale remedial investigations, waste characterization programs and remedial actions. He has extensive project management experience in the design of industrial hygiene programs; asbestos and lead surveys, abatement, and abatement oversight; mold/microbial testing and risk assessments; indoor air quality investigations; radiological characterization and remediation; hazardous waste site activities; emergency response planning; and designing and implementing hearing conservation and respiratory protection programs. Mr. Waide is highly knowledgeable in all forms of industrial hygiene, industrial safety, and health physics program development. He currently manages a team of industrial hygienists and construction safety professionals who specialize in asbestos, lead, mold/microbial, and indoor air quality (IAQ) issues.

### EXPERIENCE

**San Francisco International Airport for Hensel Phelps Construction, HBMS, San Francisco, California:** Certified Industrial Hygienist and Health & Safety Director that supported the performance of HBMS of Terminal 3 Boarding Area E and Terminal 1. The scheduling of sampling and oversight activities was very important so as not to compromise airline staff/ticketing/ramp operations and/or other trades doing work at the Terminals. Ninyo & Moore personnel underwent security checks and conducted night/weekend work activities in order to complete the project tasks on time for the client. Mr. Larkin conducted oversight and monitoring of abatement activities prior to the renovation of Terminal 3 Boarding Area E and in Terminal 1.

**The Presidio Trust, Hazardous Building Materials Survey:** Certified Industrial Hygienist and Health & Safety Director that supported the performance of a that supported a comprehensive lead-in-soil surveys at both occupied and unoccupied commercial and residential facilities at the Presidio. Approximately 225 buildings have been included in these sampling events. The Presidio Trust environmental staff personnel were concerned over potentially hazardous levels of lead in the soil at these buildings due to deteriorated lead paint on the exterior of the buildings. Soil samples are generally collected using a hand auger at randomly determined locations at depths of 6 inches, 18 inches, and 3 feet along the drip lines of the project buildings. A total of approximately 3,000 soil samples have been collected for the project.

**San Jose State University (SJSU), Hazardous Materials Administration, San Jose California:** Certified Industrial Hygienist and Health & Safety Director that supported the performance of HBMS on the SJSU campus in San Jose, California. General services for this on-call, as-needed contract have included hazardous materials sampling, analysis, reporting, abatement specification and associated drawings development, and oversight/monitoring of associated abatement activities (along with close-out report development). These activities are part of SJSU's fast-track campus modernization program.

# Bryan A. Fong, LRC I/A

## Senior Project Geologist



### EDUCATION

B.S., Geology, 2006, San Francisco State University

### REGISTRATIONS/CERTIFICATIONS

CDPH LRC I/A Inspector, No. 00002726

40-hour HAZWOPER with 8-hour refresher

As a Senior Project Geologist for Ninyo & Moore, Mr. Fong has a diverse environmental background; he has worked both in consulting and the insurance industry. His background in consulting includes working with Arcadis as a Project Scientist and GHD as a Project Manager where he was involved with all levels of investigation (from Phase I Environmental Site Assessments (ESA) to remedial investigations), remediation projects (in-situ bio remediation and vapor intrusion mitigation), and preparing various other technical reports, including work plans, corrective action plans, operation and maintenance plans, soil and groundwater management plans, investigation summary reports, conceptual site models, and case closure reports. His work in the insurance industry included environmental commercial insurance underwriting, and rating and preparation of contractor pollution liability, site pollution, and storage tank insurance policies.

### EXPERIENCE

#### Judicial Council of California, Stockton Courthouse, Stockton, California:

Senior Project Geologist during a Phase II Environmental Site Assessment for an approximately 1.26 acre site consisting of a high-rise courthouse building with limited hardscape and landscape areas. In 2014, Judicial Council of California encountered two underground storage tanks (USTs) and an unrelated area of concern (AOC) during demolition and redevelopment of the Stockton Courthouse property. Soil and groundwater in the immediate area of the USTs and AOC were evaluated and approximately 260 cubic yards of petroleum hydrocarbon impacted soil were excavated and disposed offsite; however, the lateral extent of impact to groundwater was not defined. To evaluate possible contaminants in groundwater migrating beyond the site, Ninyo & Moore conducted a subsurface investigation in December 2020 and May 2021, and submitted the results in a 10 June 2021 Site Assessment and Conceptual Site Model Report (Report). On behalf of the property owner, Ninyo & Moore requested No Further Action in the Report.

#### City of Oakland, Wood, Louise, Poplar and Union Streets, Oakland, California:

Senior Project Geologist during environmental consulting services which included the collection of soil samples along several railroad lines within the City of Oakland's right-of-way, for the purpose of pre-characterizing soil spoils anticipated to be generated during planned removal of the railroad lines and street restoration activities. Services included attendance at a project kick-off meeting to further discuss the project details and objectives. During the kick-off meeting, it was discovered that the railroad lines were the property of third parties and had accepted responsibility to remove their railroads and restore the street surfaces. Based on Ninyo & Moore's discovery of the existence of these other potential responsible parties (RPs), Ninyo & Moore recommended that the City of Oakland further evaluate internally if they should pursue negotiating any environmental liabilities to the potential RPs. The client later informed Ninyo & Moore that they were going to hold off on the proposed work and pursue these recommendations; a significant cost savings to Ninyo & Moore's client.

#### City of South San Francisco, Oyster Point Landfill (APN: 01-501-097), South San Francisco, California:

Senior Project Geologist during landfill gas monitoring at a site located in a commercial use area, known as Oyster Point in South San Francisco, California, and consists of a former landfill area proposed to be redeveloped as a hotel property. To assess potential vapor intrusion risk to the proposed hotel building, Ninyo & Moore oversaw the installation of and sampled five shallow soil vapor wells at the site. Soil vapor wells and sampling activities were performed in general practice with the Department of Toxics Substance Control Advisory – Active Soil Gas Investigations document. Based on Ninyo & Moore's understanding that the site is being considered for redevelopment as a hotel, additional soil vapor sampling was recommended to obtain an annual temporal data set and further evaluation of the potential vapor intrusion risk to future sensitive receptors.

# Nicolas J. Carpenter, CAC, LRC I/A, LRC PM

## Senior Environmental Scientist



### EDUCATION

B.S., Biology, 2005, University of California Santa Cruz

### REGISTRATIONS/CERTIFICATIONS

CA/DOSH Certified Asbestos Consultant, No. 12-4867

CDPH Lead-Related Construction Inspector/Assessor, No. LRC-5078

CDPH Lead-Related Construction Project Monitor, No. LRC-5077

As a Senior Project Environmental Scientist, Mr. Carpenter performs Hazardous Building Materials Surveys to identify hazardous materials within school buildings; assists with preparing construction contract documents for the abatement, removal, management, and disposal of hazardous building materials associated with construction projects; prepares cost estimates of asbestos and lead abatement projects; performs air monitoring; and abatement contractor oversight management services to facilitate regulatory compliance during abatement projects. Mr. Carpenter also performs microbial and indoor air quality assessments, prepares correspondence, permit requests, reports, and other regulatory documents.

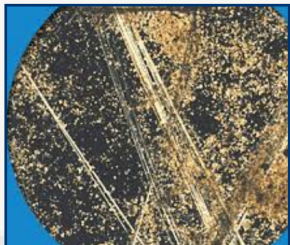
### EXPERIENCE

**San Francisco International Airport for Hensel Phelps Construction, HBMS, San Francisco, California:** Senior Project Environmental Scientist that supported the performance of HBMS of Terminal 3 Boarding Area E and Terminal 1. The scheduling of sampling and oversight activities was very important so as not to compromise airline staff/ticketing/ramp operations and/or other trades doing work at the Terminals. Ninyo & Moore personnel underwent security checks and conducted night/weekend work activities in order to complete the project tasks on time for the client. Mr. Larkin conducted oversight and monitoring of abatement activities prior to the renovation of Terminal 3 Boarding Area E and in Terminal 1.

**The Presidio Trust, Hazardous Building Materials Survey:** Senior Project Environmental Scientist that supported the performance of a comprehensive lead-in-soil surveys at both occupied and unoccupied commercial and residential facilities at the Presidio. Approximately 225 buildings have been included in these sampling events. The Presidio Trust environmental staff personnel were concerned over potentially hazardous levels of lead in the soil at these buildings due to deteriorated lead paint on the exterior of the buildings. Soil samples are generally collected using a hand auger at randomly determined locations at depths of 6 inches, 18 inches, and 3 feet along the drip lines of the project buildings. A total of approximately 3,000 soil samples have been collected for the project.

**San Jose International Airport, HBMS, Terminals A and C, San Jose, California:** Senior Project Environmental Scientist for HBMS services related to the proposed renovations of Terminals A and C. He reviewed previous sampling information/analytical results, conducted non-destructive ACM and LBP surveys, miscellaneous HBM quantifications, abatement specification development, and abatement oversight/monitoring during abatement activities. Of particular importance to this project is the scheduling of activities so as not to compromise airline staff/ticketing/ramp operations and/or airport security operations. Ninyo & Moore personnel have undergone extensive security checks and have conducted night work activities in order to complete the project tasks for the client.

Ninyo & Moore primarily utilizes subcontractors to provide analytical laboratory testing, drilling and/or backhoe services and to supplement laboratory testing services, utility location, geophysical, and traffic control services, if needed. Selected subcontractors have working knowledge and experience in the areas that may require services under the contract; thus they are cost efficient and bring to the contract local knowledge that would enhance the project. Should subcontractors be needed, they are selected based on previously established business relationships with Ninyo & Moore, their exceptional quality of services, knowledge of local conditions, and their experience with the agency requesting services. However, as a minority-owned business enterprise (MBE), we pride ourselves on providing opportunities to qualified D/S/M/W/DVBE firms. Below are brief descriptions of our anticipated subcontractors.



**MICRO ANALYTICAL LABORATORIES**

An independent accredited laboratory, which has provided high-quality analyses and responsive service to the asbestos and lead abatement industry since 1989. Our company specializes in asbestos, lead and mold analysis.



**EMSL ANALYTICAL**

As one of North America’s leading environmental testing firm, EMSL’s network of nationwide laboratories has been providing quality analytical services since 1981. EMSL offers a wide array of analytical testing services to support environmental investigations focused on asbestos, microbiology, lead paint, environmental chemistry, indoor air quality, industrial hygiene and food testing. Additionally, EMSL also provides materials testing, characterization, and forensic laboratory services for a wide range of commercial, industrial, regulatory, and law enforcement clients.



**ENTHALPY ANALYTICAL**

Enthalpy has a rich, decades-long history in analytical chemistry. Enthalpy labs analyze thousands of soil and water samples every month; have the experience to address unique projects. From site remediation to groundwater investigations to hazardous waste determination, Enthalpy’s comprehensive approach includes on-site sample collection, regional courier service, and superior customer service. All methods strictly conform with local, state, or federal guidelines, as well as additional internal QA/QC criteria.

**4. SCHEDULE ADHERENCE AND ABILITY TO PRESENT NECESSARY REPORTS**

Our approach to on-call service contracts begins with the assignment of a highly qualified and experienced project manager with technical knowledge required for the contract. Our contract manager will be the single point-of-contact for the agency and will be responsible for technical coordination of our staff to perform the required tasks on time and within budget. Individual task order assignments will be coordinated utilizing our highly experienced staff of licensed civil and geotechnical engineers, registered geologists, certified engineering geologists, and certified asbestos consultants. Each task manager is responsible for maintaining their assigned schedules and budgets; however they will be overseen by their respective Environmental Services Task Manager and Mr. Wilken will be overseeing the environmental assignments as well. This redundancy of oversight enables us to quickly identify delays and bring the task order assignment back on schedule.

Coordination of our services will be performed with County representatives and updates of our progress will be provided via e-mail and telephone calls. Draft and final reports are typically submitted for review. Agency review comments will be addressed with written responses and supplemental data, if required. We will also attend meetings with regulatory agencies on behalf of the County when requested, to discuss the technical aspects of our services.

Monthly progress status reports will be submitted summarizing the work performed for each specific project and will be accompanied by our monthly invoice. Each monthly invoice will include a coversheet acceptable to the County, summarizing the project information, budget status, including amount billed to date and remaining budget.

Ninyo & Moore's large base of professionals and subconsultant/subcontractor professionals enables us to be responsive to client needs and to successfully complete project tasks on time and on budget. Our proposed team is equipped to undertake the scope of services described in the solicitation.

### 5. EXPERIENCE AND HISTORY IN MEETING TIGHT DEADLINES

Ninyo & Moore has established effective management control systems, have integrated them for efficient project administration, and have trained staff to respond quickly and efficiently to task orders and project situations as they arise in order to meet project deadlines. Having completed many complex projects within strict time constraints, Ninyo & Moore has developed flexible management systems which allow project managers to draw on experienced technical and administrative personnel throughout the company. This allows the use of a wide-ranging personnel base at reduced cost to the project and has resulted in efficient budget control and adherence to project schedules. Contract needs are met by assigning appropriate resources (experienced personnel and equipment) as needed to meet specific project requirements.

Ninyo & Moore's project managers are available throughout the duration of all project assignments. Twenty-four-hours-a-day, seven-days-a-week, point-of-contact telephone/mobile numbers are provided to the designated project manager/representative(s). Client requests are addressed immediately and emergency response to those projects requiring it is provided throughout the duration of the project. If required, Ninyo & Moore project managers can accelerate project scheduling without compromising quality by adding additional professional staff and working extended hours and weekends.

Ninyo & Moore maintains its exceptional reputation in the industry by providing quality technical expertise and by meeting schedules with strict time constraints. Ninyo & Moore utilizes a phased project approach that enables scheduling of project personnel and equipment such that the scope of work/task orders can be accomplished within the required time limit. If the project is delayed, (e.g., adverse weather, equipment breakdowns, etc.), Ninyo & Moore's project manager immediately informs the client and works with the client to develop a satisfactory new schedule.

Ninyo & Moore has efficiently managed and completed concurrent projects as part of previous on-call contracts with various public agencies. As part of these contracts, we were required to perform on more than one project at the same time and this was possible through the use of our vast personnel resources which includes 550 employees in 6 states. Additionally, we have been successful at performing on concurrent project tasks for other municipalities including the public agencies listed below.

### HAZMAT EXPERIENCE WITH NORCAL PUBLIC AGENCIES

City of Richmond | City of Clearlake | City of Cupertino  
City of Los Altos | Town of Los Gatos | City of Larkspur  
City of Oakland | City of Pittsburg | City of Sacramento  
City of South San Francisco | City of St. Helena | City of Vallejo



## 6. PROJECT BUDGET CONTROLS

An important component of a successful project is accurate accounting practices, current and up-to-date project status reports, and prompt, accurate invoicing. Ninyo & Moore’s accounting department uses Deltek Vision software to streamline project management, accounting, and client management. This cloud-based system allows for the efficient sharing of financial data between the accounting and technical staff company-wide. Financial information important to the Project Manager is available in the form of current, real time reports on their “Dashboards”, including a weekly Tracking Report, a weekly Chargeable Hours Report, a monthly Work-In-Progress Report, monthly draft invoices, and the final invoice.

Our Project Manager will communicate with County personnel regarding progress of the specific task order and remaining work to be inspected and tested. He will review weekly and monthly project schedules and set milestones to complete projects on time within the budget.

- COST SAVINGS**  
Our approach will often include recommendations that provide cost saving solutions for our clients
- INNOVATIVE IDEAS**  
We often encounter projects where we need to think “outside” the box and provide innovative or advanced technologies to resolve project challenges
- STRATEGY**  
Our team of professionals will evaluate each project element to determine the best value approach
- GOAL**  
The ultimate goal is the on time, and within budget completion of every project performed to the total satisfaction of the client

“Ninyo & Moore was always on schedule with their reports and responsiveness. They were always approachable whenever we needed information or assistance with the project. Their personnel provided guidance for us about the process, which we were unfamiliar with and always made sure to speak with us prior to discussing matters with regulatory agencies.”  
-Saya Nhim  
Oakland Unified School District

### CALIFORNIA CONTRACTOR'S LICENSE



### DIR INFORMATION

1/12/23, 1:41 PM <https://cadir.secure.force.com/ContractorSearch/PrintRegDetails>

Contractor Information	Registration History	
	Effective Date	Expiration Date
<b>Legal Entity Name</b> NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES C...	6/4/2018	6/30/2019
<b>Legal Entity Type</b> Corporation	5/10/2017	6/30/2018
<b>Status</b> Active	5/2/2016	6/30/2017
<b>Registration Number</b> 1000004481	6/4/2015	6/30/2016
<b>Registration effective date</b> 7/1/2022	12/30/2014	6/30/2015
<b>Registration expiration date</b> 6/30/2023	7/1/2019	6/30/2020
<b>Mailing Address</b> 5710 RUFFIN ROAD SAN DIEGO 92123 CA United States of America	7/1/2020	6/30/2021
<b>Physical Address</b> 5710 RUFFIN ROAD SAN DIEGO 92123 CA United States of America	7/1/2021	6/30/2022
<b>Email Address</b>	7/1/2022	6/30/2023
<b>Trade Name/DBA</b>		
<b>License Number(s)</b> CSLB:697063 CSLB:697063		



## EXHIBIT C |

RESPONSIBILITY/  
DEMONSTRATED  
COMPETENCE

*Ninyo & Moore*

# RESPONSIBILITY/DEMONSTRATED COMPETENCE

**1. HAVE YOU EVER DEFAULTED ON A CONTRACT? IF YES, WHERE AND WHY?**

No

**2. HAS YOUR FIRM EVER BEEN SUSPENDED OR DEBARRED BY ANY GOVERNMENT AGENCY? IF YES, PLEASE EXPLAIN.**

No

**3. IN THE PAST FIVE (5) YEARS HAS ANY CLAIM AGAINST YOUR COMPANY CONCERNING YOUR COMPANY'S WORK ON A PROJECT BEEN FILED IN COURT OR ARBITRATION?**

No

**4. DESCRIBE THE PROCESS BY WHICH YOUR FIRM RESOLVES PROBLEMS WITH CLIENTS.**

Professionalism and quality are highly respected attributes throughout Ninyo & Moore. The firm's primary goal is the complete and total satisfaction of our clients. Ninyo & Moore believes that this one goal, coupled with our highly qualified and competent personnel, is the key to our firm's success. Ninyo & Moore strives to continually improve the caliber, efficiency and cost effectiveness of our consulting services, and works to meet or exceed each client's expectations and deliver the highest level of quality possible. We support our clients during all phases of the project, whether pre-design, design or construction.

Although Ninyo & Moore attempts to avoid problems on all of our projects by performing our duties thoroughly and accurately, we understand that sometimes conflicts are inevitable. Should disputes arise, Ninyo & Moore's professional staff will work closely with the County of Yolo to review all aspects of the problem, make recommendations based on our expertise, and put mechanisms in place to resolve the conflict. Problems that may occur are immediately addressed utilizing Ninyo & Moore's vast resources. Concise communications with our client remain an integral part of any solution.



**5. PROVIDE A STATEMENT OF CONFLICT YOU, YOUR FIRM, AND/OR OTHER KEY STAFF MAY HAVE REGARDING THESE SERVICES. THE STATEMENT SHOULD NOT ONLY INCLUDE ACTUAL CONFLICTS, BUT ALSO ANY WORKING RELATIONSHIPS THAT MAY BE PERCEIVED BY DISINTERESTED PARTIES AS A CONFLICT. IF NO POTENTIAL CONFLICTS OF INTEREST ARE IDENTIFIED, SO STATE IN YOUR PROPOSAL.**

There are no potential conflicts of interest identified.

**6. IF FEDERAL FUNDS ARE REQUIRED FOR QUOTING INDIVIDUAL PROJECTS, ARE YOU WILLING TO ACCEPT ALL FEDERAL TERMS AND COMPLY WITH THE DBE FORM WHICH WILL BE REQUESTED FOR THESE PROJECTS? A YES OR NO WILL NOT ELIMINATE YOU FROM THE EVALUATION PROCESS. IT WILL ONLY DETERMINE ON WHICH LIST YOU WILL BE PLACED.**

Ninyo & Moore will accept federal terms and comply with the statements in the DBE forms.



**EXHIBIT D** |  
REFERENCES



***Ninyo & Moore***

Ninyo & Moore has successfully completed several projects providing asbestos and hazardous materials testing services for a variety of municipal projects. We are pleased to submit the following references from projects listed under the Qualifications and Experience section starting on page 2, all of which can be contacted regarding the quality of our professional services.

- **Mr. Andrew Cameron**  
**HENSEL PHELPS**  
 4750 Willow Pass, Suite 100  
 Concord, California 94588  
 acameron@henselhelps.com | 925.899.0299
- **Mr. James Yoo**  
**Associate Environmental Compliance Specialist**  
**Alameda County Public Works Agency**  
 399 Elmhurst Street  
 Hayward, California 94544  
 jamesy@acpwa.org | 510.670.5480
- **Mr. Jose Urquilla**  
**Facilities Maintenance Superintendent**  
**City of Richmond**  
 450 Civic Center Plaza  
 Richmond, California 94904  
 jose\_urquilla@ci.richmond.ca.us | 510.620.5482
- **Mr. Ernesto Lucero**  
**Economic Development Coordinator**  
**City of South San Francisco**  
 P.O. Box 711  
 South San Francisco, California 94083  
 ernesto.lucero@ssf.net | 650.829-6620
- **Ms. Kayleigh Lim**  
**Environmental Program Specialist**  
**City of Oakland**  
 250 Frank H. Ogawa Plaza, Suite 5301  
 Oakland, California 94612  
 klim@oaklandca.gov | 510.238.3961



...I have found Ninyo & Moore's participation in these projects to be invaluable. ...Ninyo & Moore has consistently performed in a reliable, responsive, budget-conscious, and proactive manner to the City's and the projects' needs. They have the technical expertise to investigate and resolve a multitude of varying and challenging environmental issues. ...they demonstrate a good working relationship with regulatory agencies..."

-Jack Dybas, LEED AP, Project Manager II  
 City of Alameda



**EXHIBIT E** |  
FEE PROPOSAL

***Ninyo & Moore***

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 195
Senior Engineer/Geologist/Environmental Scientist .....	\$ 190
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 185
Project Engineer/Geologist/Environmental Scientist .....	\$ 175
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 150
Staff Engineer/Geologist/Environmental Scientist .....	\$ 145
GIS Analyst .....	\$ 125
Technical Illustrator/CAD Operator .....	\$ 103

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 185
Field Operations Manager .....	\$ 125
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 119
Supervisory Technician .....	\$ 115
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 109
Senior Technician .....	\$ 108
Technician .....	\$ 103

#### Administrative Staff

Information Specialist .....	\$ 85
Geotechnical/Environmental/Laboratory Assistant .....	\$ 80
Data Processor .....	\$ 75

### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.



**EXHIBIT F** |  
SIGNATURE PAGE



***Ninyo & Moore***

*County of Yolo*  
**As-Needed, On-Call Consulting Services (Group 2)**

**SIGNATURE PAGE**

Solicitation Name: Response to RFQ for the County of Yolo General Services Department for  
As-Needed, On-Call Consulting Services (Group 2)  
Asbestos and Hazardous Materials Testing

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Ninyo & Moore Geotechnical and Environmental Sciences  
Consultants

Company Name

1401 Halyard Drive, Suite 110

Address

West Sacramento California 95691

City State Zip



Signature of Person Authorized to Sign

Brandon Wilken, PG, QSP/D

Printed Name

Principal Geologist/Contract Manager

Title

1.16.2023

Date

**For clarification of this offer, contact:**

Name: Brandon Wilken, PG, QSP/D

Title: Principal Geologist/Contract Manager

Phone: 916.373.9858

Fax: 916.373.9792

Email: bwilken@ninyoandmoore.com



## EXHIBIT G |

# NON-COLLUSION NON-CONFLICT OF INTEREST STATEMENT

*Ninyo & Moore*

# NON-COLLUSION NON-CONFLICT OF INTEREST STATEMENT

## EXHIBIT G

### NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT

#### As-Needed, On-Call Consulting Services (Group 2)

I, Brandon Wilken, PG, QSP/D, am the  
 (name)  
Principal Geologist/Contract Manager of Ninyo & Moore Geotechnical and Environmental  
 (Position Title) (Company)  
Sciences Consultants

The term “Offeror”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

1.16.2023

(Date)



(Signature)



**EXHIBIT H** |  
EXCEPTIONS TO  
AGREEMENT

*Ninyo & Moore*

**EXHIBIT H – EXCEPTIONS**  
As-Needed, On-Call Consulting Services  
(Group 2)

All County Contract requirements by section, subsection or numbered item for which Vendor has stated “Read and do not comply” are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write “No Exceptions” under the “Requirement(s) Section Number and Text” for Exception in row number 1.

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor’s Response Still Meets the RFP Requirements
1	-NONE-	
2		
3		
4		
5		



Signature of Person Authorized to Sign



*Ninyo & Moore*

1401 Halyard Drive, Suite 110 | West Sacramento, California 95691 | p. 916.373.9858 | f. 916.373.9792

ARIZONA | CALIFORNIA | COLORADO | NEVADA | TEXAS | UTAH

[ninyoandmoore.com](http://ninyoandmoore.com)



Ms. Karen Kawelmacher  
RFQ Coordinator  
County of Yolo  
625 Court Street  
Woodland, California 95695

Response to Request for Qualifications (RFQ) for

## County of Yolo General Services Department

for

## As-Needed On-Call Consulting Services (Group 2) Special Inspections and Material Testing Services



January 16, 2023  
Proposal No. P08OAK02-00617

**Ninyo & Moore**

Geotechnical & Environmental Sciences Consultants

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**EXHIBIT A** |  
TRANSMITTAL LETTER

*Ninyo & Moore*



January 16, 2023  
Proposal No. 09OAK03-01444

Ms. Karen Kawelmacher  
RFQ Coordinator  
County of Yolo  
625 Court Street  
Woodland, California 95695

Subject: Response to RFQ for the County of Yolo General Services Department for  
As-Needed, On-Call Consulting Services (Group 2)  
Special Building Inspections and Material Testing Services

Dear Ms. Kawelmacher:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo & Moore) appreciates this opportunity to present our qualifications to provide Special Building Inspections and Material Testing services to the County of Yolo General Services Department (County). Ninyo & Moore specializes in special building inspections and materials testing services as part of the wide range of consulting services that we provide to our clients throughout California. We have reviewed the RFQ Group 2 dated December 8, 2022 and look forward to partnering with the County to provide the requested services. Our firm's official authorized to solicit business and enter into contracts is shown below:

### AUTHORIZED CONTACT INFORMATION

Mr. Peter Connolly, PE, GE | 1401 Halyard Drive, Suite 110, West Sacramento, California 95691  
pconnolly@ninyoandmoore.com (e) | 510.343.3000, Ext. 15207 (p)

We believe we are extremely qualified to provide the requested services, and offer the County the following benefits:

**QUALIFIED TEAM:** Ninyo & Moore's special inspectors and technicians are certified by the American Concrete Institute (ACI), International Code Council (ICC), American Society of Nondestructive Testing (ASNT), American Welding Society (AWS), Division of the State Architect (DSA), and California Department of Transportation (Caltrans). These credentials, familiarity with local jurisdiction requirements and their related experience will support all construction work being completed to code, on-time and within budget. Ninyo & Moore has assigned Mr. Ransom Hennefer, PE, GE, ACI, ICC, as Project Manager, and Mr. Peter Connolly, PE, GE, as Principal Engineer. They possess a combined 35 years of relevant special building inspections and materials testing experience for public agencies and will be available to the County throughout the duration of all project phases.

**EXPERIENCE WITH LOCAL COUNTIES AND CITIES:** Ninyo & Moore is currently providing on-call services for numerous local agencies, including the Cities of Sacramento, Santa Clara, South San Francisco, Oakland, Fremont, and Pittsburg; and the City and County of San Francisco, among others. Services provided to these entities have been similar to those requested by the County. This current and recent experience with other public agencies will assist in maintaining budgets and schedules while managing safety.

**CERTIFIED LOCAL LABORATORY:** Ninyo & Moore's in-house local testing laboratory is fully equipped and offers full-service field and laboratory testing services for soil and materials testing projects. Our testing facilities have been independently accredited by the State of California Department of General Services, AMRL/AASHTO, DSA, Caltrans, and U.S. Army Corps of Engineers.

We look forward to this opportunity to work with the County and look forward to working on the County's planned projects.

Sincerely,  
**NINYO & MOORE**

A handwritten signature in blue ink, appearing to read 'Ransom Hennefer'.

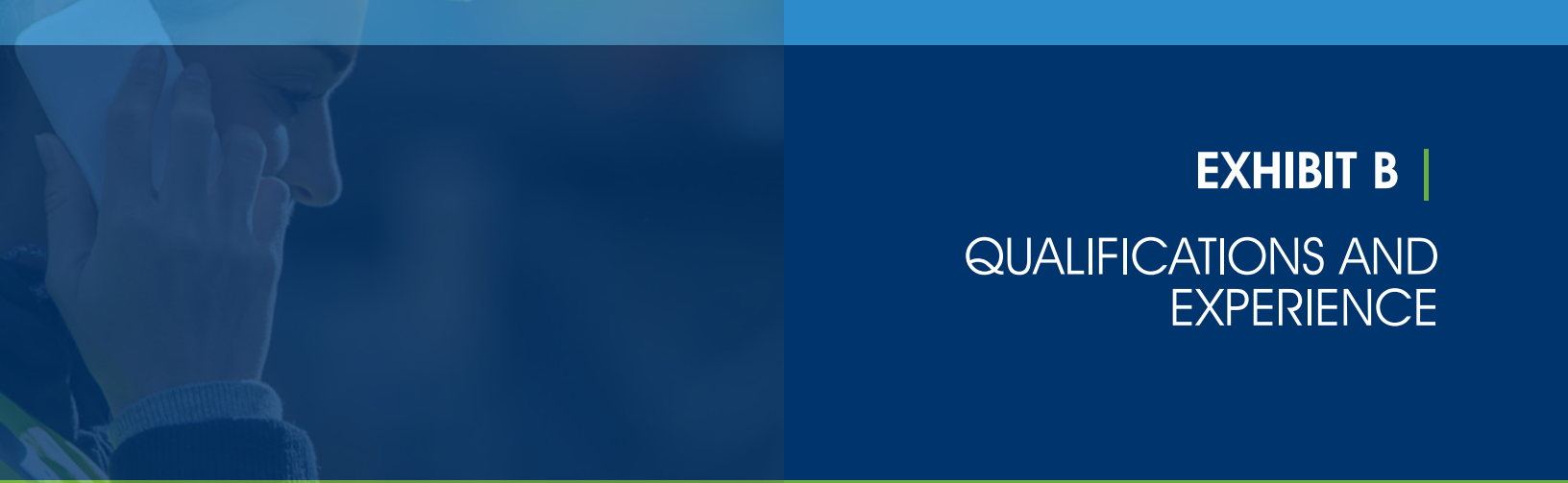
Mr. Ransom Hennefer, PE, GE, ACI, ICC  
Project Manager

A handwritten signature in blue ink, appearing to read 'Peter Connolly'.

Mr. Peter Connolly, PE, GE  
Principal Engineer/Contract Manager

WPL/BSW/gg/eb

Distribution: (1) Addressee (via BidSync)



**EXHIBIT B** |  
QUALIFICATIONS AND  
EXPERIENCE



***Ninyo & Moore***

# QUALIFICATIONS AND EXPERIENCE

## 1. SIMILAR SERVICES OVER THE PAST 5 YEARS FOR PUBLIC ENTITIES

Ninyo & Moore has provided special building inspections and materials testing services for public agencies in Northern California since 1986. Our qualifications demonstrate our expertise and experience providing the requested scope of services by our team of registered/certified geotechnical and civil engineers; geologists, engineering geologists, and hydrogeologists; geophysicists; environmental scientists; industrial hygienists; qualified SWPPP developers; and field technicians and special inspectors providing the full spectrum of geotechnical, environmental, and construction phase testing and inspection services.

Project experience in the past 5 years is provided in the following pages to demonstrate Ninyo & Moore’s relevant experience providing special building inspections and materials testing services for public entities, including Federal, state, county or municipal clients throughout Northern California.



Ninyo & Moore was retained by the town of Los Gatos for a 1-year on-call contract for geotechnical engineering services as well construction observation, inspection and testing. The 2022 contract is the continuation of the 2021 on-call contract while the working experience with the town public projects goes back to 2003. Ninyo & Moore services under on-call contracts since 2020 includes observation, inspection and testing for the annual street repair and resurfacing project including chip seal, slurry seal, rubber cape seal and HMA repair and replacement, as well as inspection and materials testing for annual curb, gutter and sidewalk maintenance project that includes sampling, various field and laboratory testing of concrete; and observation/inspection and testing of pavement subgrade and backfilled materials during earthwork operations. Our firm provided RFI review and response, submittal review, and liaison with the project team. Other projects with the town since 2020, completed or in progress includes geotechnical evaluation of the pavement rehabilitation in East Main Street and Los Gatos Boulevard, as well as asphalt concrete coring for pavement evaluation in various locations in Shannon Road.

## Town of Los Gatos Los Gatos, California

### SCOPE OF WORK

- On-Call Materials Testing Services

### CLIENT

#### Town of Los Gatos

Ms. Janice Chin  
Assistant Engineer  
41 Miles Avenue  
Los Gatos, California 95030  
408.399.5770  
jchin@losgatosca.gov

### TIMELY COMPLETION

Yes



## City of South San Francisco

South San Francisco, California

Ninyo & Moore was originally retained in 2016 by the City of South San Francisco (City) for their on-call Geotechnical Engineering and Materials Testing contract; and then recently renewed for a 3-year contract, with optional 2-year extension into 2025. As part of this ongoing contract, we performed a limited geotechnical evaluation for the proposed Pavement Rehabilitation Project along portions of Harbor Way, Littlefield Avenue, Grandview Drive, DNA Way, and Point San Bruno Boulevard. The proposed project rehabilitated the existing pavements by using the cold-in-place recycling (CIPR) method to replace the upper portion of the pavement section. The purpose of our geotechnical assessment was to evaluate the subsurface conditions along the proposed alignment and to provide our conclusions regarding the suitability of the CIPR method for rehabilitation of the subject pavements.

Ninyo & Moore's scope of services for this phase of the project included review of pertinent background data, performance of a limited geotechnical reconnaissance, subsurface exploration, laboratory testing, and engineering analysis with regard to the proposed construction. We performed the following tasks: a site reconnaissance to observe the general site and pavement conditions and to mark the proposed locations for subsurface exploration; a subsurface exploration consisting of fourteen hand auger borings to evaluate the pavement subgrade conditions; and laboratory testing of representative soil samples collected during our subsurface exploration. Our services were performed during normal business hours and we provided 8 field and office staff over the project duration.

A recent Federally-Funded project for which Ninyo & Moore was retained to provide Construction Materials Testing services was the OBAG 2 Street Rehabilitation project. This project included rehabilitation of Hickey Boulevard, San Felipe Avenue, Camaritas Avenue, Alida Way and Spruce Avenue. Repair and rehabilitation work consisted of milling and grading existing pavement, base repair, paving with hot mix asphalt (HMA), and underground utility work along with curb, sidewalk, gutters, driveway and roadway paving. Ninyo & Moore's services included review of the aggregate base and asphalt mix design submittals to check for compliance with project specifications; compaction testing of subgrade, aggregate base and asphalt concrete, batch plant inspection for sampling aggregates and oil, along with sampling hot mix asphalt on the day of paving and transport of samples to our laboratory for testing. Our laboratory testing services included Proctor Density Test, Sieve Analysis, Sand Equivalent, Durability Index, R-Value., Cleanness Value, Theoretical Maximum Specific Gravity and Density (Rice), Asphalt Binder Content, HMA Moisture Content and Stabilometer Value using Caltrans test methods. A Caltrans certified field technician was assigned for this project from start to finish and worked closely with City staff to provide test results on a daily basis.

### SCOPE OF WORK

- On-Call Materials Testing and Special Inspection Services

### CLIENT

**City of South San Francisco**  
Mr. Matthew Ruble  
Senior Civil Engineer  
315 Maple Avenue  
South San Francisco, California  
94080  
650.829.6670  
matthew.ruble@ssf.net

### TIMELY COMPLETION

Yes

### FEDERALLY FUNDED

Yes



## County of San Mateo

San Mateo County,  
California

Ninyo & Moore was awarded a three-year contract to provide As-Needed Materials Testing Services to the County of San Mateo in 2018 and is currently providing services for various Capital Improvements Projects, including street pavement reconstruction & rehabilitation, pedestrian and traffic signal improvements, building construction and renovation, storm drain and sanitary sewer pipeline and pump station rehabilitation, parks and recreation facilities construction and rehabilitation and curb ramp improvements.

Services for these projects include concrete mix design reviews, geotechnical earthwork observation, laboratory testing, and field compaction testing for subgrade, aggregate base and asphalt concrete during earthwork operations, conformance testing in the laboratory, preparation of pavement subgrade, concrete pavement section construction, sampling of concrete and testing them in the laboratory for compression testing. Ninyo & Moore provided RFI review and response, submittal review, and liaison with the project team. Progress reports were sent on a biweekly basis. Final verified reports were prepared at project completion to document the work performed.

Projects completed under this contract include:

- San Bruno Mountain Park Paving
- Loyola Avenue Pavement Reconstruction
- Princeton Corporation Yard
- Loyola Avenue Sanitary Sewer
- Huddart Park Road Paving
- Berkshire Avenue at Huntington Avenue Parking Lot
- "A" Street Repairs Project

### SCOPE OF WORK

- As-Needed Materials Testing Services

### CLIENT

#### County of San Mateo

Mr. Anthony Lum  
Senior Civil Engineer  
555 County Center, 5th Floor  
Redwood City, California 94603  
650.829.6670  
alum@smcgov.org

### TIMELY COMPLETION

Yes



The technical knowledge of your staff and managers, ability to respond to multiple complex task orders simultaneously, care in interactions with regulators and stakeholders, reasonableness of costs, and your firm's overall dedication to client service is all to be commended. I would not hesitate to recommend Ninyo & Moore."

-Rhoda D. Parhams  
San Francisco Unified School District



## City of Santa Clara

Santa Clara,  
California

Ninyo & Moore was awarded consecutive on-call materials testing and inspection services contracts, currently spanning from 2022-2025 with two, one-year renewals, as well as previously holding the contract in 2019-2022. Projects under this on-call contract have consisted of various capital improvement projects including street pavement reconstruction & rehabilitation, pedestrian and traffic signal improvements, building construction and renovation, storm drain and sanitary sewer pipeline and pump station rehabilitation, parks and recreation facilities construction and rehabilitation and curb ramp improvements.

Ninyo & Moore provided geotechnical observation and soil compaction testing for the City's 2020 Pavement Preservation Project which is Federally-Funded and required to follow Local Assistance Procedures Manual from Caltrans for sampling and testing of subgrade, aggregate base and asphalt concrete material. The project consists of removal and replacement of failed pavement areas, application of slurry seal surface treatments, installation of rubberized asphalt, replacement of pavement markings, and construction of new ADA-compliant curb ramps. Experienced Caltrans certified technician is assigned to perform sampling of aggregates from the batch plant and deliver to laboratory for conformance testing as well as in place density testing for sub-grade, aggregate base and asphalt concrete along with concrete sampling and testing per Caltrans testing requirements.

Additionally, Ninyo & Moore has provided similar services for the Police Building Chiller Replacement; Westside Retention Basin Pump Replacement; and the team is currently supporting the rehabilitation of Montague Park.

### SCOPE OF WORK

- On-Call Materials Testing and Special Inspection Services

### CLIENT

#### City of Santa Clara

Mr. Craig Temple  
Principal Engineer  
1500 Warburton Avenue  
Santa Clara, California 95050  
408.615.3000  
ctemple@santaclaraca.gov

### TIMELY COMPLETION

Yes

### FEDERALLY FUNDED

Yes



*It is the policy of Ninyo & Moore to provide a safe and healthful work environment for all of its employees through the prevention of occupational injuries and illnesses. In keeping with this policy, Ninyo & Moore maintains a Corporate Health and Safety Program (HSP) and Management System which is integrated into every facet of project operation. In addition to our Corporate Health and Safety Plan, Ninyo & Moore has prepared an addendum addressing the current COVID-19 pandemic. The goal of the HSP is zero accidents; therefore, accident prevention continues to be of paramount importance to the firm.*



## City of Oakland Oakland, California

Ninyo & Moore has been awarded several multi-year contracts to provide on-call geotechnical engineering, materials testing and special inspection services to the City of Oakland. Projects included as part of the contracts were new East Oakland Sports Complex, ball field lighting, lake Merritt seawall, street repair and rehabilitation using full depth recycling (FDR) and traditional full depth asphalt methods, pavement failure analysis and pavement design, and various citywide concrete and asphalt work for curbs, gutters and sidewalks. Our services have included engineering analysis, geotechnical laboratory testing, materials testing for subgrade, asphalt and concrete, soil compaction testing, landslide monitoring, preparation of geotechnical reports, and construction observation and testing services. Our services during construction included inspections during reinforcing steel and concrete placement, structural steel masonry placement inspection, sampling and testing of masonry grout and mortar, structural steel inspection in the fabrication shop and in the field, post installed anchor placement inspection and load testing and fireproofing inspection. Our specialty services on several projects also included vibration monitoring during pile driving activities.

Specific projects have included:

- East Oakland Sports Complex
- Melvin Road Slope Repair and PS&E
- Castle Drive Slope Repair
- Westmoreland Drive Slope Remediation
- Emergency On-Call, Alvarado Road
- Emergency On-Call, Westover Drive
- Peralta Hacienda Historical Park
- 601 Macarthur Boulevard and 620 Wesley Avenue, PS&E Services
- Tunnel Road, Geotechnical Feasibility Study
- Lincoln Square Park
- West Oakland Youth Center

### SCOPE OF WORK

- On-Call Materials Testing and Special Inspection Services

### CLIENT

#### City of Oakland

Mr. Calvin Hao  
Contracts Specialist/Capital  
Projects Manager  
250 Frank H. Ogawa Plaza,  
Suite 3341  
Oakland, California 94612  
510.238.7395  
chao@oaklandnet.com

### TIMELY COMPLETION

Yes



Ninyo & Moore has assisted the City of Oakland with a wide variety of projects. They have kept budgets to a minimum and have delivered a quality product. They have also demonstrated the ability to be flexible with both budgets and personnel as projects evolve. They are attentive to the City's needs and excellent at keeping lines of communication open before, during and after a project."

-Mark Gomez  
City of Oakland

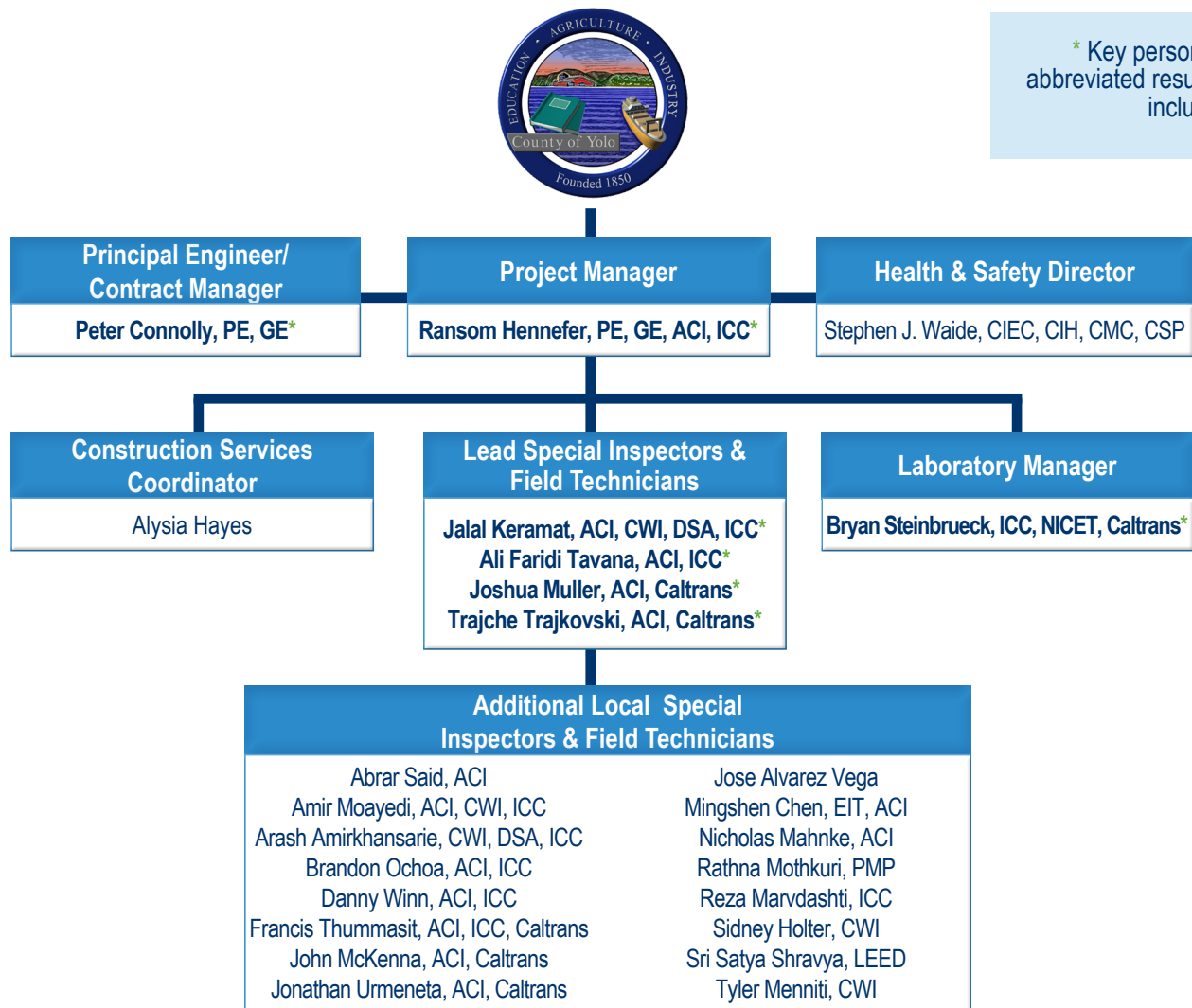
## 2. FEDERAL AND STATE FUNDED PROJECTS EXPERIENCE

We have worked for public works agencies throughout Yolo County and Northern California providing our full suite of service capabilities while continuing to expand our service offerings throughout California. Having provided services for federally funded projects with various agencies, such as Alameda County Public Works, Port of Oakland, Association of Bay Area Governments, San Francisco International Airport, Cities of Santa Clara, South San Francisco, Oakland, Fremont, and Pittsburg; and the City and County of San Francisco, the Ninyo & Moore team understands the unique challenges of working within an agency serving the public where public safety, schedule, budget, and communications are critical.

## 3. PERSONNEL AND SUBCONTRACTOR QUALIFICATIONS AND RESUMES

Our team will be led under the direction of Mr. Peter Connolly, PE, GE, as Principal Engineer/Contract Manager. For this on-call services contract, we have carefully assembled a qualified and experienced team of professionals to support Mr. Connolly with day-to-day activities. The assigned staff are credentialed and licensed in their specific disciplines and are fully committed to providing the necessary resources for successful project completion. They bring a combination of strong technical and contract management skills and were selected with specific attention to the anticipated scope of work for the County. Ninyo & Moore has assigned Mr. Ransom Hennefer, PE, GE, ACI, ICC, as Project Manager. Both of these professionals have a track record of successfully managing public-works projects as evidenced by repeat contract awards. Ninyo & Moore will perform all proposed special building inspections and materials testing services using in-house resources and will not require subconsultants for this contract.

We have provided an organization chart outlining the team roles and flow of communication below following a table summarizing our key personnel’s qualifications and relative experience, and resumes for key personnel.



SUMMARY OF KEY PERSONNEL QUALIFICATIONS		
NAME / ROLE	EDUCATION and LICENSES / CERTIFICATIONS	RELATIVE EXPERIENCE
<b>Peter Connolly</b> Principal Engineer/Contract Manager	M.E., Civil Engineering B.S., Civil Engineering PE 61547 (California) GE 2707 (California)	<ul style="list-style-type: none"> <li>- City of Oakland On-Call Materials Testing and Special Inspection Services</li> <li>- City of South San Francisco On-Call Geotechnical and Materials Testing Services</li> <li>- Town of Los Gatos Geotechnical and Construction-Related Services</li> <li>- City of Alameda Cross Alameda Trail Improvements</li> <li>- City of Brentwood Various Street Materials Testing Services</li> </ul>
<b>Ransom Hennefer</b> Project Manager	M.S., Geotechnical Engineering B.S., Civil Engineering B.A., Business Management Economics PE 85603 (California) GE 3152 (California) ACI Concrete Field Testing Technician Grade I ICC Certifications: Master of Special Inspection; Reinforced Concrete Special Inspector; Spray-Applied Fireproofing Special Inspector; Structural Masonry Special Inspector; Structural Steel & Bolting Special Inspector; Structural Welding Special Inspector	<ul style="list-style-type: none"> <li>- City of South San Francisco On-Call Geotechnical and Materials Testing Services</li> <li>- City of Santa Clara On-Call Materials and Testing Services</li> <li>- County of San Mateo As-Needed Materials Testing Services</li> <li>- Town of Los Gatos Geotechnical and Construction-Related Services</li> <li>- City of Albany 2022 Pavement Rehabilitation</li> </ul>
<b>Bryan Steinbrueck</b> Laboratory Manager	ACI Certifications: Concrete Field Testing Technician – Grade I Concrete Strength Testing ICC Certifications: Prestressed Concrete; Special Inspector; Reinforced Concrete Special Inspector; Spray-Applied Fireproofing Special Inspector; Structural Steel & Bolting Special Inspector NICET Level II, Asphalt, Soils, and Concrete Caltrans Certifications: - 166, 209, 269, 275, 308 - 105, 125 AGG, 201, 202, 205, 216, 217, 226, 227, 229, 521	<ul style="list-style-type: none"> <li>- City of Oakland On-Call Materials Testing and Special Inspection Services</li> <li>- City of South San Francisco On-Call Geotechnical and Materials Testing Services</li> <li>- County of San Mateo As-Needed Materials Testing Services</li> <li>- City of Santa Clara On-Call Materials and Testing Services</li> <li>- Town of Los Gatos Geotechnical and Construction-Related Services</li> </ul>
<b>Jalal Keramat</b> Lead Special Inspector	ACI Certifications: Aggregate Testing Technician, Level I; Concrete Field Testing Technician; Concrete Strength Testing Technician AWS Certified Welding Inspector ICC Certifications: Fireproofing Special Inspector; Reinforced Concrete Special Inspector; Structural Masonry Special Inspector DSA Masonry, Shotcrete Special Inspector	<ul style="list-style-type: none"> <li>- County of San Mateo Navigation Center</li> <li>- City of Santa Clara Montague Park Rehabilitation</li> <li>- Town of Los Gatos Almond Grove Street Reconstruction Phase 2</li> <li>- City of Richmond Critical Improvement Project</li> <li>- City of South San Francisco Orange Memorial Park Water Capture Project</li> </ul>
<b>Ali Faridi Tavana</b> Lead Special Inspector	ACI Concrete Field Testing Technician, Grade I ICC Certifications: Reinforced Concrete Special Inspector Radiation (Nuclear Gauge) User Safety	<ul style="list-style-type: none"> <li>- City of South San Francisco Measure W - Police Operations &amp; 911 Dispatch Center</li> <li>- Town of Los Gatos Street Repair &amp; Resurfacing</li> <li>- County of San Mateo Navigation Center</li> <li>- City of Richmond Shimada Friendship Park</li> <li>- City and County of San Francisco Victoria Manalo Draves Park</li> </ul>
<b>Joshua Muller</b> Lead Field/Laboratory Technician	ACI Concrete Field Testing Technician, Grade I Caltrans Certifications: - 125AGG, 231 - 125HMA, 375AC Radiation (Nuclear Gauge) User Safety	<ul style="list-style-type: none"> <li>- City of Oakland City-Wide Paving and Concrete Projects</li> <li>- City of South San Francisco Orange Memorial Park Water Capture Project</li> <li>- County of San Mateo Navigation Center</li> <li>- City of Santa Clara Montague Park Rehabilitation</li> <li>- Town of Los Gatos Almond Grove Street Reconstruction Phase 2</li> </ul>
<b>Trajche Trajkovski</b> Lead Field/Laboratory Technician	ACI Concrete Field Testing Technician, Grade I Caltrans Certifications: - 125AGG, 125HMA, 231 - 504, 518, 539, 540, 543, 556, 667 - 375AC Radiation (Nuclear Gauge) User Safety	<ul style="list-style-type: none"> <li>- Town of Los Gatos Almond Grove Street Reconstruction Phase 2</li> <li>- City of South San Francisco 2022 West Pavement Rehabilitation Project</li> <li>- City of Oakland City-Wide Paving and Concrete Projects</li> <li>- County of San Mateo Navigation Center</li> <li>- City of Santa Clara Montague Park Rehabilitation</li> </ul>

# Peter C. Connolly, PE, GE

## Principal Engineer/Contract Manager



### EDUCATION

M.E., Civil Engineering, 1997,  
University of California, Berkeley

B.S., Civil Engineering, 1995,  
Rensselaer Polytechnic Institute,  
Troy, New York

### REGISTRATIONS/CERTIFICATIONS

PE 61547 (California)

GE 2707 (California)

Radiation (Nuclear Gauge) User Safety

Radiation (Nuclear Gauge) Safety Officer

OSHA 40-Hour Health & Safety Training  
with Annual Updates

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Mr. Connolly has 25 years of experience managing and conducting geotechnical evaluations for commercial and public facilities including parks, highways, railroads, pipelines, and bridges. He routinely performs slope stability analyses, flexible and rigid pavement and underground pipeline design, prepares and reviews geotechnical reports, develops geotechnical design parameters, and provides recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation, and earthwork. In a Project Management role, he performs project administration and management, provides supervision of and technical support to staff-level engineers and geologists, and reviews laboratory results, project plans, and specifications.

### EXPERIENCE

**City of South San Francisco, On-Call Geotechnical Engineering and Materials Testing Services, South San Francisco, California:** Principal Engineer during on-call geotechnical engineering and materials testing contract. As part of this ongoing contract, we performed a limited geotechnical evaluation for the proposed Pavement Rehabilitation Project along portions of Harbor Way, Littlefield Avenue, Grandview Drive, DNA Way, and Point San Bruno Boulevard. Scope of services for this phase of the project included review of pertinent background data, performance of a limited geotechnical reconnaissance, subsurface exploration, laboratory testing, and engineering analysis with regard to the proposed construction. We performed the following tasks: a site reconnaissance to observe the general site and pavement conditions and to mark the proposed locations for subsurface exploration; a subsurface exploration consisting of 14 hand auger borings to evaluate the pavement subgrade conditions; and laboratory testing of representative soil samples collected during our subsurface exploration. Our services were performed during normal business hours and we provided 8 field and office staff over the project duration.

**City of Oakland, On-Call Geotechnical Engineering and Materials Testing and Special Inspection Services, Oakland, California:** Principal Engineer during on-call geotechnical engineering, materials testing and special inspection services. Services have included engineering analysis, geotechnical laboratory testing, materials testing for subgrade, asphalt and concrete, soil compaction testing, landslide monitoring, preparation of geotechnical reports, and construction observation and testing services. Services during construction included inspections during reinforcing steel and concrete placement, structural steel masonry placement inspection, sampling and testing of masonry grout and mortar, structural steel inspection in the fabrication shop and in the field, post installed anchor placement inspection and load testing and fireproofing inspection. Specialty services on several projects also included vibration monitoring during pile driving activities.

**Town of Los Gatos, On-Call Geotechnical Engineering and Construction Related Services, Alameda, California:** Principal Engineer during a 1-year on-call contract for geotechnical and construction related services including geotechnical engineering services as well as geotechnical and construction observation, inspection and testing. 2022 contract is the continuation of 2021 on-call contract while the working experience with the town public projects goes back to 2003. Services under on-call contracts since 2020 includes observation, inspection and testing for the annual street repair and resurfacing project including chip seal, slurry seal, rubber cape seal and HMA repair and replacement, as well as inspection and materials testing for annual curb, gutter and sidewalk maintenance project that includes sampling, various field and laboratory testing of concrete; observation/inspection and testing of pavement subgrade and backfilled materials during earthwork operations. Our firm provided RFI review and response, submittal review, and liaison with the project team. Other projects with the town since 2020, completed or in progress includes geotechnical evaluation of the pavement rehabilitation in East Main Street and Los Gatos Boulevard, as well as asphalt concrete coring for pavement evaluation in various locations in Shannon Road.

# Ransom H. Hennefer, PE, GE, ACI, ICC

## Project Manager



### EDUCATION

M.S., Geotechnical Engineering, 2012,  
University of California, Berkeley

B.S., Civil Engineering, 2011,  
University of California, Berkeley

B.A., Business Management Economics,  
2009, University of California, Santa Cruz

### REGISTRATIONS/CERTIFICATIONS

PE 85603 (California)

GE 3152 (California)

ACI Concrete Field Testing Technician  
Grade I

ICC Master of Special Inspection

ICC Reinforced Concrete Special  
Inspector

ICC Spray-Applied Fireproofing  
Special Inspector

ICC Structural Masonry Special Inspector

ICC Structural Steel & Bolting Special  
Inspector

ICC Structural Welding Special Inspector

Radiation (Nuclear Gauge) User Safety

OSHA 40 Hour HAZWOPER Certification  
"Supervisor Training" with Annual Updates

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Mr. Hennefer conducts and manages geotechnical projects. His responsibilities include geotechnical investigations, laboratory testing, construction observation, and preparation of geotechnical reports. He is experienced in subsurface exploration, field logging and soil classification, researching of geologic background data, liquefaction and settlement analyses and report preparation.

### EXPERIENCE

**City of South San Francisco, On-Call Geotechnical Engineering and Materials Testing Services, South San Francisco, California:** Project Manager during on-call geotechnical engineering and materials testing contract. As part of this ongoing contract, we performed a limited geotechnical evaluation for the proposed Pavement Rehabilitation Project along portions of Harbor Way, Littlefield Avenue, Grandview Drive, DNA Way, and Point San Bruno Boulevard. Scope of services for this phase of the project included review of pertinent background data, performance of a limited geotechnical reconnaissance, subsurface exploration, laboratory testing, and engineering analysis with regard to the proposed construction. We performed the following tasks: a site reconnaissance to observe the general site and pavement conditions and to mark the proposed locations for subsurface exploration; a subsurface exploration consisting of 14 hand auger borings to evaluate the pavement subgrade conditions; and laboratory testing of representative soil samples collected during our subsurface exploration. Our services were performed during normal business hours and we provided 8 field and office staff over the project duration.

**City of Santa Clara, On-Call Materials Testing and Special Inspection Services, Santa Clara, California:** Project Manager during materials testing and special inspection services for various capital improvement projects including street pavement reconstruction & rehabilitation, pedestrian and traffic signal improvements, building construction and renovation, storm drain and sanitary sewer pipeline and pump station rehabilitation, parks and recreation facilities construction and rehabilitation and curb ramp improvements.

**County of San Mateo, As-Needed Materials Testing Services, San Mateo, California:** Project Manager during as-needed materials testing services for various Capital Improvements Projects. Services for these projects include concrete mix design reviews, geotechnical earthwork observation, laboratory testing, and field compaction testing for subgrade, aggregate base and asphalt concrete during earthwork operations, conformance testing in the laboratory, preparation of pavement subgrade, concrete pavement section construction, sampling of concrete and testing them in the laboratory for compression testing. Ninyo & Moore provided RFI review and response, submittal review, and liaison with the project team. Progress reports were sent on a biweekly basis. Final verified reports were prepared at project completion to document the work performed.

**Town of Los Gatos, On-Call Geotechnical Engineering and Construction Related Services, Alameda, California:** Principal Engineer during a 1-year on-call contract for geotechnical and construction related services including geotechnical engineering services as well as geotechnical and construction observation, inspection and testing. 2022 contract is the continuation of 2021 on-call contract while the working experience with the town public projects goes back to 2003. Services under on-call contracts since 2020 includes observation, inspection and testing for the annual street repair and resurfacing project including chip seal, slurry seal, rubber cape seal and HMA repair and replacement, as well as inspection and materials testing for annual curb, gutter and sidewalk maintenance project that includes sampling, various field and laboratory testing of concrete; observation/inspection and testing of pavement subgrade and backfilled materials during earthwork operations. Our firm provided RFI review and response, submittal review, and liaison with the project team. Other projects with the town since 2020, completed or in progress includes geotechnical evaluation of the pavement rehabilitation in East Main Street and Los Gatos Boulevard, as well as asphalt concrete coring for pavement evaluation in various locations in Shannon Road.

# Bryan Steinbrueck, ACI, ICC, NICET, Caltrans Laboratory Manager



## EDUCATION

A.S., Computer Systems Networking & Telecommunications, Brooks College

A.A., Liberal Arts and Sciences/Liberal Studies, De Anza College

## REGISTRATIONS/CERTIFICATIONS

ACI Concrete Field Testing Technician, Grade I

ICC Prestressed Concrete Special Inspector

ICC Reinforced Concrete Special Inspector

ICC Spray-Applied Fireproofing Special Inspector

ICC Structural Steel & Bolting Special Inspector

NICET Asphalt, Soils Level II

Caltrans AASTHO Test Methods 166, 209, 269, 275, 308

Caltrans Concrete Test Methods 105, 125 AGG, 201, 202, 205, 216, 217, 226, 227, 229, 521

Mr. Steinbrueck has 22 years of construction laboratory testing and materials testing experience and has held multiple AASHTO, CCRL, NICET, ACI laboratory certifications for over 10 years. With his many years of hands-on materials testing, he has the knowledge to efficiently and accurately complete the laboratory testing, as well as soil and aggregates testing. Projects he has provided services for include community colleges, K-12 schools, community colleges, public agencies, transportation, commercial developers and residential. He has excellent time management skills and is highly proficient in performing laboratory testing per ASTM, Caltrans, AASHTO and CBC test methods.

## EXPERIENCE

**City of Oakland, On-Call Geotechnical Engineering and Materials Testing and Special Inspection Services, Oakland, California:** Laboratory Manager during on-call geotechnical engineering, materials testing and special inspection services. Services have included engineering analysis, geotechnical laboratory testing, materials testing for subgrade, asphalt and concrete, soil compaction testing, landslide monitoring, preparation of geotechnical reports, and construction observation and testing services. Services during construction included inspections during reinforcing steel and concrete placement, structural steel masonry placement inspection, sampling and testing of masonry grout and mortar, structural steel inspection in the fabrication shop and in the field, post installed anchor placement inspection and load testing and fireproofing inspection. Specialty services on several projects also included vibration monitoring during pile driving activities.

**City of South San Francisco, On-Call Geotechnical Engineering and Materials Testing Services, South San Francisco, California:** Laboratory Manager during on-call geotechnical engineering and materials testing contract. Scope of services for this phase of the project included review of pertinent background data, performance of a limited geotechnical reconnaissance, subsurface exploration, laboratory testing, and engineering analysis with regard to the proposed construction. We performed the following tasks: a site reconnaissance to observe the general site and pavement conditions and to mark the proposed locations for subsurface exploration; a subsurface exploration consisting of 14 hand auger borings to evaluate the pavement subgrade conditions; and laboratory testing of representative soil samples collected during our subsurface exploration. Our services were performed during normal business hours and we provided 8 field and office staff over the project duration.

**County of San Mateo, As-Needed Materials Testing Services, San Mateo, California:** Laboratory Manager during as-needed materials testing services for various Capital Improvements Projects. Services for these projects include concrete mix design reviews, geotechnical earthwork observation, laboratory testing, and field compaction testing for subgrade, aggregate base and asphalt concrete during earthwork operations, conformance testing in the laboratory, preparation of pavement subgrade, concrete pavement section construction, sampling of concrete and testing them in the laboratory for compression testing. Ninyo & Moore provided RFI review and response, submittal review, and liaison with the project team. Progress reports were sent on a biweekly basis. Final verified reports were prepared at project completion to document the work performed.

# Jalal Keramat, ACI, CWI, ICC, DSA

## Lead Special Inspector



### EDUCATION

B.S., Civil Engineering,  
Azad University, Ghaemshahr

### REGISTRATIONS/CERTIFICATIONS

ACI Aggregate Testing Technician, Level I  
ACI Concrete Field Testing Technician  
ACI Concrete Strength Testing Technician  
AWS Certified Welding Inspector  
ICC Fireproofing Special Inspector  
ICC Reinforced Concrete Special Inspector  
ICC Structural Masonry Special Inspector  
DSA Masonry, Shotcrete Special Inspector

Mr. Keramat is experienced in a wide variety of construction projects performing materials testing and special inspection including concrete and reinforcing steel, masonry and grout placement inspection and geotechnical observation and testing. His experience involves projects that have included schools, parking garages, data centers, large-scale commercial retail development, highway/roadway, hotels, infrastructure and wastewater treatment plants.

### EXPERIENCE

**County of San Mateo, Navigation Center, Redwood City, California:** Special Inspector during geotechnical observation, materials testing, and inspection services which included geotechnical observation and testing provide technical consultation during construction including submittal review and respond to requests for information; observation of site preparation, excavation and removal of unsuitable materials; observation of prepared subgrade for conformance with geotechnical recommendations and design assumptions; drilled pier installation inspection for canopies; sampling of subgrade, engineered fill, aggregate base and asphalt concrete material from the job site and transportation to our laboratory for testing; maximum compacted density test in the laboratory accordance with ASTM D1557 for subgrade and aggregate base; maximum density test (Hveem) determination for asphalt concrete in the laboratory; in-place field density testing using a nuclear density gauge for the relative compaction of compacted subgrade soil, aggregate base and asphalt concrete; preparation of daily field reports documenting items inspected and reports of laboratory testing to be submitted to the project team.

**Town of Los Gatos, Almond Grove Street Reconstruction Phase 2, Los Gatos, California:** Special Inspector during materials testing and inspection services, which included 10 residential streets. Project improvements consisted of increased disability access, new sidewalks, driveways and concrete paved roadways. Services for the project included concrete mix design reviews, geotechnical earthwork observation, laboratory testing, and field compaction testing services during earthwork operations, conformance testing in the laboratory, preparation of pavement subgrade, concrete pavement section construction, sampling of concrete and testing them in the laboratory for compression testing. Ninyo & Moore provided RFI review and response, submittal review, and liaison with the project team. Progress reports were sent on a bi-weekly basis. Final verified reports were prepared at project completion to document the work performed.

**City of South San Francisco, Library, Parks & Recreation and Community Theater/Council Chamber Project, South San Francisco, California:** Special Inspector during geotechnical observation, construction inspection and materials testing services. Provided three combo inspectors to cover 24-hour shift, 5 days a week for welding inspections and non-destructive testing at two different fabrication shops in Utah. Provided multi-certified special inspector on site to perform inspection and testing during grading operation, foundation observation, soil compaction, reinforcing steel, structural concrete and shotcrete placement, structural steel welding, post installed and seismic anchors including pull and torque testing, high strength bolting, structural masonry inspection.

# Ali Faridi Tavana, ACI, ICC

## Special Inspector



### EDUCATION

B.S., Accounting, 1998,  
Tehran University

### REGISTRATIONS/CERTIFICATIONS

ACI Concrete Field Testing Technician,  
Grade I

ICC Reinforced Concrete Special  
Inspector, No. 9198779

Radiation (Nuclear Gauge) User Safety

Mr. Faridi Tavana performs inspections of the project elements including concrete. He obtains or prepares representative specimens of these materials to be tested in our certified laboratory. His observations are documented in detail in inspection reports provided to the building official and utilized for final close-out of the project. Mr. Tavana maintains clear communication with the Project Manager regarding all aspects of the field operations.

### EXPERIENCE

**City of South San Francisco, Measure W - Police Operations and 911 Dispatch Center, South San Francisco, California:** Special Inspector during geotechnical evaluation and geologic hazards assessment during the design phase and provided construction materials testing during construction. Services during construction phase consisted of geotechnical inspection and testing services performed by our experienced geotechnical staff engineers including foundation observation, probing of prepared subgrade, technical consultation during construction including review of submittals related to geotechnical issues and respond to requests for information (RFI). Our field technicians performed compaction testing of subgrade, aggregate base and asphalt concrete for footings, underground utilities, sitework and asphalt pavement work on site. Our team worked diligently with the city inspector and the contractor to resolve any issues as they arise, as well as issuing electronic reports on a daily basis to the project team.

**Town of Los Gatos, Street Repair & Resurfacing, Los Gatos, California:** Special Inspector during materials testing services. Services included sampling of subgrade, aggregate base and hot mix asphalt from the job site and transportation to our laboratory for testing; conformance testing of aggregate base material including sieve analysis (CT 202) and sand equivalent (CT 217) and Durability Index (CT 229) tests in the laboratory; in-place field density testing of soils and aggregates using a nuclear density gauge in accordance with CT 231 to determine the relative compaction of compacted subgrade and aggregate base; maximum compacted density determinations of soils and aggregates in the laboratory accordance with CT 216 for subgrade and aggregate base; in-place field density testing of hot mix asphalt using a nuclear density gauge in accordance with CT 375 to determine the relative compaction of the HMA; theoretical maximum specific gravity and density (Rice) test (CT 309), asphalt binder content by ignition oven (CT 382), moisture content of asphalt mixture (CT 370) and Stabilometer Value test (CT 366) for asphalt concrete in the laboratory; concrete sampling and testing including slump and temperature tests of concrete and cast compressive strength test specimens (1 set / 150 cubic yards) on site; compression testing of concrete cylinders in the laboratory; and preparation of daily field reports documenting observations and field test results, and reports of laboratory testing to be submitted to the project team.

**County of San Mateo, Navigation Center, Redwood City, California:** Special Inspector during geotechnical observation, materials testing, and inspection services which included geotechnical observation and testing provide technical consultation during construction including submittal review and respond to requests for information; observation of site preparation, excavation and removal of unsuitable materials; observation of prepared subgrade for conformance with geotechnical recommendations and design assumptions; drilled pier installation inspection for canopies; sampling of subgrade, engineered fill, aggregate base and asphalt concrete material from the job site and transportation to our laboratory for testing; maximum compacted density test in the laboratory accordance with ASTM D1557 for subgrade and aggregate base; maximum density test (Hveem) determination for asphalt concrete in the laboratory; in-place field density testing using a nuclear density gauge for the relative compaction of compacted subgrade soil, aggregate base and asphalt concrete; preparation of daily field reports documenting items inspected and reports of laboratory testing to be submitted to the project team.

# Joshua Muller, ACI, CWI, ICC, DSA, Caltrans

## Lead Field/Laboratory Technician



### EDUCATION

Certificate – Automotive Systems,  
Evergreen Valley College,  
San Jose, California

### REGISTRATIONS/CERTIFICATIONS

ACI Concrete Field Testing Technician  
Grade I

Caltrans Certifications:

- 125AGG, 231

- 125HMA, 375AC

Radiation (Nuclear Gauge) User Safety,  
#18366

Mr. Muller has experience in a wide variety of construction projects performing materials testing, including concrete and geotechnical observation and testing. His project experience includes parking garages, data centers, large-scale commercial retail development, highway/roadway, hotels, infrastructure, school districts and wastewater treatment plants.

### EXPERIENCE

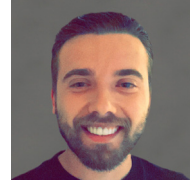
**City of Oakland, City-Wide Paving and Concrete Projects, Oakland, California:** Field Technician during construction materials testing services for the Street Rehabilitation project in the City of Oakland, California. This project includes rehabilitation of Broadway Street between 11th & 15th Streets and between 17th & 20th Streets and also involves microsurfacing on Broadway Street between 15th & 17th Streets. Services included review of the aggregate base and asphalt mix design submittals to check for compliance with project specifications; compaction testing of sub-grade, aggregate base and asphalt concrete; batch plant inspection for sampling aggregates and oil; sampling hot mix asphalt on the day of paving; and transport of samples to our laboratory for testing. Our laboratory testing services include Proctor Density Test, Sieve Analysis, Sand Equivalent, Durability Index, R-Value, Cleanness Value, Theoretical Maximum Specific Gravity and Density (Rice), Asphalt Binder Content, HMA Moisture Content and Stabilometer Value using Caltrans test methods. One of our Caltrans-certified field technicians was assigned to this project from start to finish and worked closely with City staff to provide test results on a daily basis.

**City of South San Francisco, Orange Memorial Park Water Capture, South San Francisco, California:** Field Technician during geotechnical observation, materials testing and special inspection services which included construction of a multi-step storm water capture and treatment system near the western boundary of the park. The project also included construction and installation of prefabricated water treatment building, new utility lines and pavement restoration. Services included observation during grading operations, drilled pier installation and foundation preparation; sampling and compaction testing of native material and aggregate base for subgrade and trench backfill; sampling and testing of asphalt concrete for pavement; special inspections during reinforcing steel and concrete placement; post installed anchor placement inspection; structural steel and high strength bolting inspection; and non-shrink grout placement inspection. Provided RFI review and response, submittal review, and liaison with the project team, and issued daily field reports documenting items inspected, and tested.

**County of San Mateo, Navigation Center, Redwood City, California:** Field Technician during geotechnical observation, materials testing, and inspection services which included geotechnical observation and testing provide technical consultation during construction including submittal review and respond to requests for information; observation of site preparation, excavation and removal of unsuitable materials; observation of prepared subgrade for conformance with geotechnical recommendations and design assumptions; drilled pier installation inspection for canopies; sampling of subgrade, engineered fill, aggregate base and asphalt concrete material from the job site and transportation to our laboratory for testing; maximum compacted density test in the laboratory accordance with ASTM D1557 for subgrade and aggregate base; maximum density test (Hveem) determination for asphalt concrete in the laboratory; in-place field density testing using a nuclear density gauge for the relative compaction of compacted subgrade soil, aggregate base and asphalt concrete; preparation of daily field reports documenting items inspected and reports of laboratory testing to be submitted to the project team.

# Trajche Trajkovski, ACI, Caltrans

## Field Technician



### REGISTRATIONS/CERTIFICATIONS

ACI Concrete Field Testing Technician  
Grade I, No. 01894318

Caltrans Certifications:

- 125AGG, 125HMA, 231

- 504, 518, 539, 540, 543, 556, 667

- 375AC

Radiation (Nuclear Gauge) User Safety,  
No. 18791

As a Field Technician for Ninyo & Moore, Mr. Trajkovski has 4 years of experience providing quality control and quality assurance testing assistance of soils, aggregates, asphalt and concrete materials in accordance with applicable ASTM, AASHTO, and ACI standards. He maintains current field and laboratory testing certifications from ACI, as well as his nuclear gauge certification.

### EXPERIENCE

**Town of Los Gatos, Almond Grove Street Reconstruction Project Phase 2, Los Gatos, California:** Field Technician during materials testing and inspection services, which included 10 residential streets. Project improvements consisted of increased disability access, new sidewalks, driveways and concrete paved roadways. Services for the project included concrete mix design reviews, geotechnical earthwork observation, laboratory testing, and field compaction testing services during earthwork operations, conformance testing in the laboratory, preparation of pavement subgrade, concrete pavement section construction, sampling of concrete and testing them in the laboratory for compression testing. Ninyo & Moore provided RFI review and response, submittal review, and liaison with the project team. Progress reports were sent on a bi-weekly basis. Final verified reports were prepared at project completion to document the work performed.

**City of South San Francisco, 2022 West Pavement Rehabilitation Project, South San Francisco, California:** Field Technician during construction materials testing services. Services included sampling of subgrade soils, aggregate base and asphalt concrete material from the job site and transportation to our laboratory for testing; maximum compacted density in the laboratory accordance with ASTM D1557 for subgrade soils and aggregate base; maximum density (lab compacted or maximum theoretical) determination for asphalt concrete in the laboratory; in-place field density testing using a nuclear density gauge to determine the relative compaction of compacted subgrade soil, aggregate base and asphalt concrete; sampling and testing concrete including measuring slump, temperature and batch times; compression testing of concrete cylinders in the laboratory; and preparation of daily field reports documenting items inspected and reports of laboratory testing to be submitted to the project team.

**City of Oakland, City-Wide Paving and Concrete Projects, Oakland, California:** Field Technician during construction materials testing services for the Street Rehabilitation project in the City of Oakland, California. This project includes rehabilitation of Broadway Street between 11th & 15th Streets and between 17th & 20th Streets and also involves microsurfacing on Broadway Street between 15th & 17th Streets. Services included review of the aggregate base and asphalt mix design submittals to check for compliance with project specifications; compaction testing of sub-grade, aggregate base and asphalt concrete; batch plant inspection for sampling aggregates and oil; sampling hot mix asphalt on the day of paving; and transport of samples to our laboratory for testing. Our laboratory testing services include Proctor Density Test, Sieve Analysis, Sand Equivalent, Durability Index, R-Value, Cleanness Value, Theoretical Maximum Specific Gravity and Density (Rice), Asphalt Binder Content, HMA Moisture Content and Stabilometer Value using Caltrans test methods. One of our Caltrans-certified field technicians was assigned to this project from start to finish and worked closely with City staff to provide test results on a daily basis.

#### 4. SCHEDULE ADHERENCE AND ABILITY TO PRESENT NECESSARY REPORTS

Our approach to on-call service contracts begins with the assignment of a highly qualified and experienced project manager with technical knowledge required for the contract. Our contract manager will be the single point-of-contact for the agency and will be responsible for contract administration and technical coordination of our staff to perform the required tasks on time and within budget. Individual task order assignments will be coordinated by our Project Manager utilizing our highly experienced staff of licensed civil and geotechnical engineers, registered geologists, certified engineering geologists, and certified asbestos consultants. Each task manager is responsible for maintaining their assigned schedules and budgets; however, they will be overseen by Principal Engineer/Contract Manager, Mr. Connolly and Project Manager, Mr. Hennefer to quickly identify delays and bring the task order assignment back on schedule.

Coordination of our services will be performed with County representatives and updates of our progress will be provided via e-mail and telephone calls. Draft and final reports are typically submitted for review. Agency review comments will be addressed with written responses and supplemental data, if required. We will also attend meetings with regulatory agencies on behalf of the County when requested, to discuss the technical aspects of our services.

Monthly progress status reports will be submitted summarizing the work performed for each specific project and will be accompanied by our monthly invoice. Field inspection and testing hours will be listed on a daily basis and laboratory testing services will be listed by individual test performed. Each monthly invoice will include a coversheet acceptable to the County, summarizing the project information, budget status, including amount billed to date and remaining budget.

Ninyo & Moore's large base of professionals and subconsultant/subcontractor professionals enables us to be responsive to client needs and to successfully complete project tasks on time and on budget. Our proposed team is equipped to undertake the scope of services described in the solicitation.



## 5. EXPERIENCE AND HISTORY IN MEETING TIGHT DEADLINES

Ninyo & Moore has established effective management control systems, have integrated them for efficient project administration, and have trained staff to respond quickly and efficiently to task orders and project situations as they arise in order to meet project deadlines. Having completed many complex projects within strict time constraints, Ninyo & Moore has developed flexible management systems which allow project managers to draw on experienced technical and administrative personnel throughout the company. This allows the use of a wide-ranging personnel base at reduced cost to the project and has resulted in efficient budget control and adherence to project schedules. Contract needs are met by assigning appropriate resources (experienced personnel and equipment) as needed to meet specific project requirements.

Ninyo & Moore's project managers are available throughout the duration of all project assignments. Twenty-four-hours-a-day, seven-days-a-week, point-of-contact telephone/mobile numbers are provided to the designated project manager/representative(s). Client requests are addressed immediately and emergency response to those projects requiring it is provided throughout the duration of the project. If required, Ninyo & Moore project managers can accelerate project scheduling without compromising quality by adding additional professional staff and working extended hours and weekends.

Ninyo & Moore maintains its exceptional reputation in the industry by providing quality technical expertise and by meeting schedules with strict time constraints. Ninyo & Moore utilizes a phased project approach that enables scheduling of project personnel and equipment such that the scope of work/task orders can be accomplished within the required time limit. If the project is delayed, (e.g., adverse weather, equipment breakdowns, etc.), Ninyo & Moore's project manager immediately informs the client and works with the client to develop a satisfactory new schedule.

Ninyo & Moore has efficiently managed and completed concurrent projects as part of previous on-call contracts with various public agencies. As part of these contracts, we were required to perform on more than one project at the same time and this was possible through the use of our vast personnel resources which includes 550 employees in 6 states. Additionally, we have been successful at performing on concurrent project tasks for other municipalities including the public agencies listed below.

### SPECIAL BUILDING INSPECTIONS AND MATERIAL TESTING EXPERIENCE WITH NORCAL PUBLIC AGENCIES

- Alameda County
- City and County of San Francisco
- City of Alameda
- City of Albany
- City of Berkeley
- City of Brentwood
- City of Burlingame
- City of Concord
- City of Cupertino
- City of El Cerrito
- City of Emeryville
- City of Fremont
- City of Los Altos Hills
- City of Millbrae
- City of Novato
- City of Oakland
- City of Palo Alto
- City of Pittsburg
- City of Redwood City
- City of Richmond
- City of Sacramento
- City of San Jose
- City of San Leandro
- City of Santa Clara
- City of Seaside
- City of South San Francisco
- City of Walnut Creek
- Contra Costa County
- County of Marin
- County of San Mateo
- Port of Oakland
- Santa Clara County
- Town of Corte Madera
- Town of Los Gatos



## 6. PROJECT BUDGET CONTROLS

An important component of a successful project is accurate accounting practices, current and up-to-date project status reports, and prompt, accurate invoicing. Ninyo & Moore's accounting department uses Deltek Vision software to streamline project management, accounting, and client management. This cloud-based system allows for the efficient sharing of financial data between the accounting and technical staff company-wide. Financial information important to the Project Manager is available in the form of current, real time reports on their "Dashboards", including a weekly Tracking Report, a weekly Chargeable Hours Report, a monthly Work-In-Progress Report, monthly draft invoices, and the final invoice.

Our Project Manager will communicate with County personnel regarding progress of the specific task order and remaining work to be inspected and tested. He will review weekly and monthly project schedules and set milestones to complete projects on time within the budget.



### COST SAVINGS

Our approach will often include recommendations that provide cost saving solutions for our clients



### INNOVATIVE IDEAS

We often encounter projects where we need to think "outside" the box and provide innovative or advanced technologies to resolve project challenges



### STRATEGY

Our team of professionals will evaluate each project element to determine the best value approach



### GOAL

The ultimate goal is the on time, and within budget completion of every project performed to the total satisfaction of the client



Ninyo & Moore was always on schedule with their reports and responsiveness. They were always approachable whenever we needed information or assistance with the project. Their personnel provided guidance for us about the process, which we were unfamiliar with and always made sure to speak with us prior to discussing matters with regulatory agencies."

-Saya Nhim  
Oakland Unified School District

### CALIFORNIA CONTRACTOR'S LICENSE



### DIR INFORMATION

1/12/23, 1:41 PM <https://cadir.secure.force.com/ContractorSearch/PrintRegDetails>

Contractor Information	Registration History	
	Effective Date	Expiration Date
<b>Legal Entity Name</b> NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES C...	6/4/2018	6/30/2019
<b>Legal Entity Type</b> Corporation	5/10/2017	6/30/2018
<b>Status</b> Active	5/2/2016	6/30/2017
<b>Registration Number</b> 1000004481	6/4/2015	6/30/2016
<b>Registration effective date</b> 7/1/2022	12/30/2014	6/30/2015
<b>Registration expiration date</b> 6/30/2023	7/1/2019	6/30/2020
<b>Mailing Address</b> 5710 RUFFIN ROAD SAN DIEGO 92123 CA United States of America	7/1/2020	6/30/2021
<b>Physical Address</b> 5710 RUFFIN ROAD SAN DIEGO 92123 CA United States of America	7/1/2021	6/30/2022
<b>Email Address</b>	7/1/2022	6/30/2023
<b>Trade Name/DBA</b>		
<b>License Number(s)</b> CSLB:697063 CSLB:697063		



## EXHIBIT C |

RESPONSIBILITY/  
DEMONSTRATED  
COMPETENCE



*Ninyo & Moore*

# RESPONSIBILITY/DEMONSTRATED COMPETENCE

**1. HAVE YOU EVER DEFAULTED ON A CONTRACT? IF YES, WHERE AND WHY?**

No

**2. HAS YOUR FIRM EVER BEEN SUSPENDED OR DEBARRED BY ANY GOVERNMENT AGENCY? IF YES, PLEASE EXPLAIN.**

No

**3. IN THE PAST FIVE (5) YEARS HAS ANY CLAIM AGAINST YOUR COMPANY CONCERNING YOUR COMPANY'S WORK ON A PROJECT BEEN FILED IN COURT OR ARBITRATION?**

No

**4. DESCRIBE THE PROCESS BY WHICH YOUR FIRM RESOLVES PROBLEMS WITH CLIENTS.**

Professionalism and quality are highly respected attributes throughout Ninyo & Moore. The firm's primary goal is the complete and total satisfaction of our clients. Ninyo & Moore believes that this one goal, coupled with our highly qualified and competent personnel, is the key to our firm's success. Ninyo & Moore strives to continually improve the caliber, efficiency and cost effectiveness of our consulting services, and works to meet or exceed each client's expectations and deliver the highest level of quality possible. We support our clients during all phases of the project, whether pre-design, design or construction.

Although Ninyo & Moore attempts to avoid problems on all of our projects by performing our duties thoroughly and accurately, we understand that sometimes conflicts are inevitable. Should disputes arise, Ninyo & Moore's professional staff will work closely with the County of Yolo to review all aspects of the problem, make recommendations based on our expertise, and put mechanisms in place to resolve the conflict. Problems that may occur are immediately addressed utilizing Ninyo & Moore's vast resources. Concise communications with our client remain an integral part of any solution.



**5. PROVIDE A STATEMENT OF CONFLICT YOU, YOUR FIRM, AND/OR OTHER KEY STAFF MAY HAVE REGARDING THESE SERVICES. THE STATEMENT SHOULD NOT ONLY INCLUDE ACTUAL CONFLICTS, BUT ALSO ANY WORKING RELATIONSHIPS THAT MAY BE PERCEIVED BY DISINTERESTED PARTIES AS A CONFLICT. IF NO POTENTIAL CONFLICTS OF INTEREST ARE IDENTIFIED, SO STATE IN YOUR PROPOSAL.**

There are no potential conflicts of interest identified.

**6. IF FEDERAL FUNDS ARE REQUIRED FOR QUOTING INDIVIDUAL PROJECTS, ARE YOU WILLING TO ACCEPT ALL FEDERAL TERMS AND COMPLY WITH THE DBE FORM WHICH WILL BE REQUESTED FOR THESE PROJECTS? A YES OR NO WILL NOT ELIMINATE YOU FROM THE EVALUATION PROCESS. IT WILL ONLY DETERMINE ON WHICH LIST YOU WILL BE PLACED.**

Ninyo & Moore will accept federal terms and comply with the statements in the DBE forms.



**EXHIBIT D** |  
REFERENCES



*Ninyo & Moore*

Ninyo & Moore has successfully completed several projects providing special building inspections and materials testing services for a variety of municipal projects. We are pleased to submit the following references from projects listed under the Qualifications and Experience section starting on page 2, all of which can be contacted regarding the quality of our professional services.

- **Ms. Janice Chin**  
**Assistant Engineer**  
**Town of Los Gatos**

41 Miles Avenue  
 Los Gatos, California 95030  
 jchin@losgatosca.gov | 408.399.5770
- **Mr. Matthew Ruble**  
**Senior Civil Engineer**  
**City of South San Francisco**

315 Maple Avenue  
 South San Francisco, California 94080  
 matthew.ruble@ssf.net | 650.829.6670
- **Mr. Anthony Lum**  
**Senior Civil Engineer**  
**County of San Mateo**

555 County Center, 5th Floor  
 Redwood City, California 94603  
 alum@smcgov.org | 650.829.6670
- **Mr. Craig Temple**  
**Principal Engineer**  
**City of Santa Clara**

1500 Warburton Avenue  
 Santa Clara, California 95050  
 ctemple@santaclaraca.gov | 408.615.3000
- **Mr. Calvin Hao**  
**Contracts Specialist/Capital Projects Manager**  
**City of Oakland**

250 Frank H. Ogawa Plaza, Suite 5301  
 Oakland, California 94612  
 chao@oaklandnet.com | 510.238.7395



...I have found Ninyo & Moore's participation in these projects to be invaluable. ...Ninyo & Moore has consistently performed in a reliable, responsive, budget-conscious, and proactive manner to the City's and the projects' needs. They have the technical expertise to investigate and resolve a multitude of varying and challenging environmental issues. ...they demonstrate a good working relationship with regulatory agencies..."

-Jack Dybas, LEED AP, Project Manager II  
 City of Alameda



**EXHIBIT E** |  
FEE PROPOSAL

***Ninyo & Moore***

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 195
Senior Engineer/Geologist/Environmental Scientist .....	\$ 190
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 185
Project Engineer/Geologist/Environmental Scientist .....	\$ 175
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 150
Staff Engineer/Geologist/Environmental Scientist .....	\$ 145
GIS Analyst .....	\$ 125
Technical Illustrator/CAD Operator .....	\$ 103

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 185
Field Operations Manager .....	\$ 125
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 119
Supervisory Technician .....	\$ 115
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 109
Senior Technician .....	\$ 108
Technician .....	\$ 103

#### Administrative Staff

Information Specialist .....	\$ 85
Geotechnical/Environmental/Laboratory Assistant .....	\$ 80
Data Processor .....	\$ 75

### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
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	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
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	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
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	\$ 150
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	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
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Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
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Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

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

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



**EXHIBIT F** |  
SIGNATURE PAGE



***Ninyo & Moore***

*County of Yolo*  
As-Needed, On-Call Consulting Services (Group 2)

**SIGNATURE PAGE**

Solicitation Name: Response to RFQ for the County of Yolo General Services Department for  
As-Needed, On-Call Consulting Services (Group 2)  
Special Building Inspections and Material Testing Services

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Ninyo & Moore Geotechnical and Environmental Sciences  
Consultants

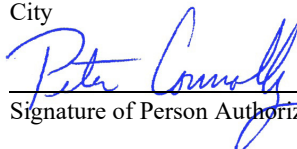
Company Name

1401 Halyard Drive, Suite 110

Address

West Sacramento California 95691

City State Zip



Signature of Person Authorized to Sign

Mr. Peter Connolly, PE, GE

Printed Name

Principal Engineer/Contract Manager

Title

1.16.2023

Date

**For clarification of this offer, contact:**

Name: Mr. Peter Connolly, PE, GE

Title: Principal Engineer/Contract Manager

Phone: 916.373.9858

Fax: 916.373.9792

Email: pconnolly@ninyoandmoore.com



**EXHIBIT G** |

**NON-COLLUSION  
NON-CONFLICT OF  
INTEREST STATEMENT**

***Ninyo & Moore***

# NON-COLLUSION NON-CONFLICT OF INTEREST STATEMENT

EXHIBIT G

## NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT

### As-Needed, On-Call Consulting Services (Group 2)

I, Mr. Peter Connolly, PE, GE, am the  
 (name)  
Principal Engineer/Contract Manager of Ninyo & Moore Geotechnical and Environmental  
 (Position Title) (Company)  
Sciences Consultants

The term “Offeror”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

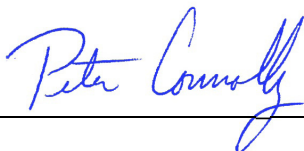
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

1.16.2023

(Date)



(Signature)



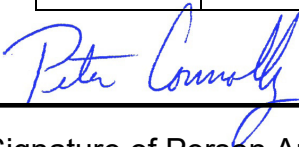
**EXHIBIT H** |  
EXCEPTIONS TO  
AGREEMENT

***Ninyo & Moore***

**EXHIBIT H – EXCEPTIONS**  
As-Needed, On-Call Consulting Services  
(Group 2)

All County Contract requirements by section, subsection or numbered item for which Vendor has stated “Read and do not comply” are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write “No Exceptions” under the “Requirement(s) Section Number and Text” for Exception in row number 1.

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor’s Response Still Meets the RFP Requirements
1	-NONE-	
2		
3		
4		
5		



Signature of Person Authorized to Sign



*Ninyo & Moore*

1401 Halyard Drive, Suite 110 | West Sacramento, California 95691 | p. 916.373.9858 | f. 916.373.9792

ARIZONA | CALIFORNIA | COLORADO | NEVADA | TEXAS | UTAH

[ninyoandmoore.com](http://ninyoandmoore.com)

## Exhibit B

### **ADDITIONAL REQUIREMENTS THAT MAY BE APPLICABLE DUE TO FEDERAL OR STATE FUNDING REQUIREMENTS, WHICH SHALL BE SPECIFIED WHEN SPECIFIC PROJECT QUOTES ARE REQUESTED BY THE COUNTY:**

1. Disadvantaged Business Enterprise (DBE) Program. As noted earlier in this RFQ, some projects may require compliance with DBE requirements. The DBE Program that requires certain information and forms to be submitted regarding all DBEs participation and utilization. The Contractor must meet a stated DBE goal by using DBEs as sub-consultants or document a good faith effort to meet the goal. See Attachment A for more information about the DBE program requirements.
2. The Contractor will comply with the equal opportunity clause provided under 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
3. The Contractor will file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), ensuring that the parties will not use, and have not used, Federal appropriated funds to attempt to influence any person or organization in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. The parties must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
4. The Contractor shall conform to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government, including but not limited to the following: Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708) and the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
5. The Contractor is required to comply with Federal Regulations 2 CFR Part 180 and 2CFR Part 1200,
  - a. Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).
  - b. The Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

## Exhibit B

- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to (name of sub-awarding State agency, if applicable), and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.
  - d. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C throughout the period of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
  - e.
6. The Contractor shall make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
- b) Competitively within a timeframe providing for compliance with the contract performance schedule.
  - c) Meeting contract performance requirements; or
  - d) At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

7. The Drug-Free Workplace Act of 1990 requires the Contractor to comply with the requirements of Government Code Sections 8350-8357 and the requirements of federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620.
8. The Contractor will comply with the equal opportunity clause provided under 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. No Obligation by the Federal Government: a. The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from this contract.
10. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions.
11. Prevailing Wage Requirements: Davis-Bacon or California Prevailing Wages and Labor Compliance. When applicable, Federal Davis-Bacon law and California

## Exhibit B

prevailing wage requirements will be incorporated into project-specific agreements.

12. The Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the County, a weekly statement on the wages paid to each employee performing on covered work during the prior week.
13. Iron and Steel purchase requirements: Contractor shall not purchase “iron and steel products” produced outside of the United States on this Project. Contractor understands that County will be required to certify that all “iron and steel products” used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

Contractor is advised that the project construction that the successful contractor is subject to Build America Buy America (BABA), the requirements of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), which are in addition to “iron and steel products” requirements described above.

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 195
Senior Engineer/Geologist/Environmental Scientist .....	\$ 190
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 185
Project Engineer/Geologist/Environmental Scientist .....	\$ 175
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 150
Staff Engineer/Geologist/Environmental Scientist .....	\$ 145
GIS Analyst .....	\$ 125
Technical Illustrator/CAD Operator .....	\$ 103

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 185
Field Operations Manager .....	\$ 125
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 119
Supervisory Technician .....	\$ 115
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 109
Senior Technician .....	\$ 108
Technician .....	\$ 103

#### Administrative Staff

Information Specialist .....	\$ 85
Geotechnical/Environmental/Laboratory Assistant .....	\$ 80
Data Processor .....	\$ 75

### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
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
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Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

**Yolo County General Services Department**  
**Sample Work Proposal Task Order Template- Exhibit D**  
**(On Call-Consulting Services-Group 2 with Contractor Name)**

Type of Service: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_

Project Description:

County Contact Person  Contract Task Number:

RBF Task No:  Work Order No:  Fund No: \_\_\_\_\_

Completion Date:  Vendor No: \_\_\_\_\_ Account No: \_\_\_\_\_

Estimated Hours and Cost Proposal (not including contingency)				
Task Description	Projected Hours	Cost Per Hour/Item	Average Cost?	Projected Costs
			<input type="checkbox"/>	\$0.00
			<input type="checkbox"/>	\$0.00
			<input type="checkbox"/>	\$0.00
			<input type="checkbox"/>	\$0.00
			<input type="checkbox"/>	\$0.00
			<input type="checkbox"/>	\$0.00
<b>Total Hours</b>	<b>0</b>	<b>COST (excludes contingency)</b>		<b>\$0.00</b>

Contingency Estimated Hours and Costs				
Task Description	Projected Hours	Cost Per Hour/Item	Average Cost?	Projected Costs
			<input type="checkbox"/>	\$0.00
			<input type="checkbox"/>	\$0.00
			<input type="checkbox"/>	\$0.00
<b>Total Hours</b>	<b>0</b>	<b>COSTS</b>		<b>\$0.00</b>

Total Contract Amount \_\_\_\_\_ Spent to Date

Notes:

\_\_\_\_\_  
 Contractor Name Approval \_\_\_\_\_  
Date

\_\_\_\_\_  
 Contract Manager Recommendation for Approval \_\_\_\_\_  
Date

\_\_\_\_\_  
 County Approval \_\_\_\_\_  
 Deputy Director of Planning, Resources and Public Works Date