

 **ORIGINAL**

**AGREEMENT FOR
MATERIALS TESTING, PAVEMENT DESIGN, AND LOG OF BORING SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
THE CITY OF SANTA CLARA**

THIS AGREEMENT is made and entered into this 27th day of June, 2014, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "SAN JOSE"), and the CITY OF SANTA CLARA, a municipal corporation (hereinafter "AGENCY").

RECITALS

WHEREAS, AGENCY is prepared to authorize SAN JOSE to provide materials testing services, which services to be performed ("SERVICES") are listed on the Scope of Services attached hereto as ATTACHMENT A; and

WHEREAS, in order to assist AGENCY with the implementation of its projects, SAN JOSE is willing, at AGENCY's sole expense, to provide the SERVICES; and

WHEREAS, AGENCY and SAN JOSE do mutually desire to cooperate in the area of materials testing and desire to specify herein the terms and conditions under which the SERVICES will be provided;

NOW, THEREFORE, the parties agree as follows:

**AGREEMENT
SECTION I**

AGENCY SHALL:

- A. Submit to SAN JOSE a written work request for SERVICES identifying the scope of work to be performed.
- B. Provide SAN JOSE with necessary regulations, policies, procedures, manuals, standard plans and specifications and other standards required to define the quality and scope of SERVICES.
- C. Coordinate with SAN JOSE to assure that the services provided by SAN JOSE are completed in accordance with AGENCY'S policy and procedures.
- D. Pay all costs for SERVICES performed by SAN JOSE, as set forth in the Fee Schedule attached hereto as ATTACHMENT B.
- E. Provide review and approval of submittals by SAN JOSE within 5 working days from receipt of the submittals.

- F. Reimburse SAN JOSE within thirty (30) days after receipt of each billing associated with the SERVICES.

SECTION II

SAN JOSE SHALL:

- A. Prepare and provide AGENCY with a written estimate and schedule for work to be performed based on the Fee Schedule, ATTACHMENT B.
- B. Perform SERVICES, after AGENCY'S approval of written estimate and schedule, utilizing SAN JOSE's staff and in accordance with AGENCY's laws, rules, regulations, policies, procedures, manuals, standard plans and specifications, and other standards as provided by AGENCY in accordance with Section I.A of this Agreement. All SERVICES are to be subject to ongoing review by AGENCY. AGENCY shall have the right to interview and approve or reject personnel provided by SAN JOSE for each project. SAN JOSE shall have the right to decline to perform any particular SERVICE requested because of staff workloads or other considerations.
- C. Prior to commencement of SERVICES, establish a separate file number and charge number account or accounts to accumulate costs for all work performed by SAN JOSE for each SERVICE request, pursuant to this Agreement.
- D. Submit itemized invoices signed by SAN JOSE, no more often than once monthly, for costs to be paid by AGENCY with specific details of all labor, equipment, and material costs including overhead costs incurred during the period of the invoice, which period shall be a minimum of one month. Invoices will meet format and content requirements specified by AGENCY. Each invoice shall be submitted to AGENCY's Project Manager for approval and forwarding to the appropriate Accounting Office for payment.
- E. Submit a final summary report of expenditures, in the same format and detail as the invoices described in Section II.C of this Agreement within 30 days after completion of SERVICES.
- F. Retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and make such materials available at the offices of SAN JOSE at all reasonable times during the contract period and for three years from the date of final payment under this Agreement. AGENCY shall have access to any books, records, and documents of SAN JOSE that are pertinent to this Agreement for audits, examinations, excerpts, and transactions. SAN JOSE shall furnish copies of said documents if requested by AGENCY. SAN JOSE shall be reimbursed by AGENCY for all costs incurred by SAN JOSE in providing requested information.

SECTION III

- A. All obligations of parties under the terms of this Agreement are subject to the appropriation of sufficient resources by AGENCY for each individual project for which the SERVICES are requested. AGENCY shall not request SERVICES until the necessary funds have been appropriated.
- B. AGENCY shall reimburse SAN JOSE for all costs incurred by SAN JOSE for SERVICES in accordance with the Fee Schedule set forth in ATTACHMENT B. SAN JOSE may update the Fee Schedule on an annual basis beginning on January 1 for each calendar year or as an amendment to this Agreement as approved by the Director of Public Works for SAN JOSE ("Director") or Director's designee and the AGENCY. The total cost reimbursement payable by AGENCY to SAN JOSE under this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).
- C. The parties shall each designate a Project Manager through whom all communications between the two parties will occur. The AGENCY's Project Manager will be responsible for any necessary review of the work of SAN JOSE during performance of SERVICES and approval of invoices for payment as submitted by SAN JOSE.
- D. Upon completion of each individual project under this Agreement, ownership and title to all reports and documents produced as part of SERVICES will automatically be vested in AGENCY and no further agreement will be necessary to transfer ownership to AGENCY.
- E. Neither AGENCY nor any officer or employee thereof is responsible for any damage or liability occurring by reasons of an act or omission by SAN JOSE under or in connection with any work, authority or jurisdiction delegated to SAN JOSE under this Agreement. Pursuant to Government Code Section 895.4, SAN JOSE shall fully defend, indemnify and hold harmless AGENCY and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries or death to any person or damage to property resulting from anything done or omitted to be done by SAN JOSE under or in connection with any work, authority or jurisdiction delegated to SAN JOSE under this Agreement.
- F. Neither SAN JOSE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reasons of an act or omission by AGENCY under or in connection with any work, authority or jurisdiction delegated to AGENCY under this Agreement. Pursuant to Government Code Section 895.4, AGENCY shall defend, indemnify and hold harmless SAN JOSE and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by AGENCY under or in connection with any work, authority or jurisdiction delegated to AGENCY under this Agreement.

- G. No amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not expressly incorporated herein shall be binding on either of the parties hereto.
- H. Either party may terminate this Agreement with or without cause upon written notice to the other party, according to the Notice procedure in Section III J. of this Agreement. At the time of termination, SAN JOSE will be paid for work performed through and including the date of receipt of the noticed termination in accordance with the terms of this Agreement. All documents, including raw data prepared up to the time of termination shall become the property of AGENCY.
- I. Except as otherwise provided herein, this Agreement shall begin on the date of execution of this Agreement and terminate on December 31, 2015.
- J. Any notice served pursuant to this Agreement shall be personally delivered or sent by first class U.S. mail or by overnight courier promising overnight delivery to the following:

AGENCY

City of Santa Clara
RAJEEV BATRA
Director of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050

SAN JOSE

City of San José
DAVID SYKES
Director of Public Works
200 East Santa Clara Street
San José, CA 95113

Notice shall be effective on the date of receipt by personal delivery or certified U.S. mail or three (3) days after mailing by regular U.S. mail or on the date promised for delivery by an overnight courier, whichever is earlier.

- K. This Agreement includes the following attachments, which are incorporated herein by reference:

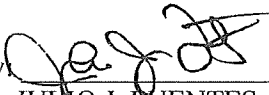
ATTACHMENT A:	Scope of Services
ATTACHMENT B:	Schedule of Fees and Services

RD:JLP:LCP
4-30-14

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

"AGENCY"

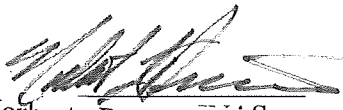
CITY OF SANTA CLARA,
a municipal corporation

By: 
JULIO J. FUENTES
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050

"SAN JOSE"

CITY OF SAN JOSE,
a municipal corporation

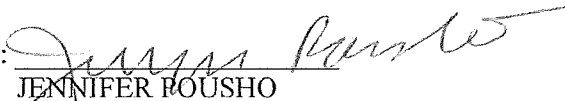
By: 
Norberto Dueñas
Deputy City Manager

200 E. Santa Clara Street
San Jose, CA 95113

APPROVED AS TO FORM:

By: 
RICHARD E. NOSKY
City Attorney

APPROVED AS TO FORM:

By: 
JENNIFER ROUSHO
Senior Deputy City Attorney

ATTEST:

By: 
ROD DIRIDON, JR.
City Clerk

ATTACHMENT A
SCOPE OF SERVICES

SAN JOSE will provide materials testing, pavement design, and log of boring services as set forth below:

- A. The materials testing services provided by SAN JOSE may include, but are not limited to testing soils, aggregates, bituminous mixtures, cement treated base, concrete aggregates and other materials used for transportation facility construction in accordance with the testing requirements of the specific project plans and specifications.
- B. The pavement design services provided by SAN JOSE may include, but are not limited to existing pavement thickness determinations, diamond core drilling of Portland Cement concrete and asphalt pavements, soils sampling and testing for r-values, and pavement designs and pavement overlay designs including Dynaflect testing and analysis.
- C. The exploratory boring services provided by SAN JOSE may include, but are not limited to conducting log of borings for determining soil characteristics and soil classifications.
- D. SAN JOSE will provide services under the supervision of the SAN JOSE's Materials Testing Laboratory Manager who will receive general direction from AGENCY Project Manager. AGENCY's Project Manager will specify, in writing, the SERVICES to be provided, and provide the necessary supporting information and review the work for quality, quantity, and accuracy.

Attachment B
SCHEDULE OF FEES AND SERVICES

ATTACHMENT B
SCHEDULE OF FEES AND SERVICES

Effective April 30, 2014:

GENERAL:

All other contracted services are subject to the following hourly rates. Charges include labor, materials, equipment, and reports.

BASIC RATES:	<u>Hourly Rates</u>
Principal Engineer.....	\$ 170.00
Senior Engineer.....	\$ 155.00
Associate Engineer.....	\$ 140.00
Engineer I/II.....	\$ 130.00
Senior Inspector.....	\$ 105.00
Associate Inspector.....	\$ 95.00
Field / Lab Technician.....	\$ 80.00

OVERTIME AND SHIFT DIFFERENTIALS:

Overtime and Holidays..... Basic Rate x 1.5

Differential Pay for Swing & Graveyard Shifts (per Hour)..... Basic Rate x 1.5

MINIMUM CHARGES:

Show up time.....	2 hours
Meeting and Consultation.....	3 hours
Sampling or Inspection.....	2 hours
Sample pickup and delivery.....	2 hours
Minimum Charges on all invoices.....	\$ 300.00

ADDITIONAL CHARGES:

Mileage (per mile).....	\$ 0.75
Traffic control vehicle with flashing arrow sign and assorted traffic control devices, with one person crew (per Hour).....	\$120.00
Extra Personnel, as required.....	Basic Rates



ATTACHEMENT B
SCHEDULE OF FEES AND SERVICES



PORTLAND CEMENT CONCRETE:

LABORATORY TESTING:

<u>Test No.</u>	<u>Description</u>	<u>Cost/Each</u>
ASTM C136/CAL 202	Sieve Analysis:	
	Fine.....	\$ 95.00
	Coarse.....	95.00
ASTM C39/CAL 521	Compressive Strength PCC Cylinders.....	40.00
	Curing Cylinders.....	5.00
ASTM C42/CAL 531	Compressive Strength of Cores & Sawed Beams.....	60.00
	Sawing End Preparation of PCC Core (per end).....	50.00
ASTM C40	Organic Impurities of Fine Aggregate.....	250.00
ASTM C78/CAL 523	Flexural Strength of Concrete Beams.....	120.00
ASTM C29	Unit Weight and Voids in Aggregate.....	143.00
ASTM C74/CAL 531	Measuring Length of Drilled Cores.....	60.00
	Mix Design Review.....	260.00

FIELD TESTING:

<u>Test No.</u>	<u>Description</u>	<u>Cost/Hour</u>
ASTM C31/CAL 540	Making Concrete Test Specimens in the Field.....	\$ 105.00
	4" x 8" or 6" x 12" Plastic Cylinder Mold (each).....	5.00
ASTM D75/CAL 201	Sampling Aggregate.....	105.00
ASTM C138/CAL 518	Unit Weight and Yield.....	105.00
ASTM C173/CAL 543	Air Content (Volumetric).....	105.00
ASTM C231/CAL 504	Air Content (Gravimetric).....	105.00
ASTM C360/CAL 533	Ball Penetration in Fresh PCC.....	105.00
ACI 506.02	Shotcrete Field Quality Control (Special Inspection).....	105.00
	Coring of PCC in the Field.....	105.00



**ATTACHEMENT B
SCHEDULE OF FEES AND SERVICES**



SOILS:

LABORATORY TESTING:

<u>Test No.</u>	<u>Description</u>	<u>Cost/Each</u>
ASTM D422	Particle Size Analysis of Soils (Hydrometer).....	\$ 335.00
ASTM D1557	Laboratory Maximum Density/Optimum Moisture.....	570.00
ASTM D1557	Aggregate Corrected Maximum Density/Opt. Moisture.....	665.00
ASTM D2216	Water and Moisture of Content of Soil and Rock.....	48.00
CAL 216	Relative Compaction of Soils and Aggregates.....	350.00
ASTM D2217/CAL 203	Wet Preparation of Soil Particle Size Analysis.....	95.00
ASTM D2844/CAL 301	Resistance Value of Soils and Aggregates.....	570.00
ASTM D4318/CAL 204	Liquid Limit, Plastic Limit, Plasticity Index.....	238.00
CAL 373	Compressive Strength of Lime Treated Soils and Aggregates (Field Sample, 3 Specimens).....	475.00

FIELD TESTING:

<u>Test No.</u>	<u>Description</u>	<u>Cost/Hour</u>
ASTM D2922	Relative Compaction by Nuclear Gage.....	\$ 105.00
CAL 231	Relative Compaction of Soils by Area Concept.....	105.00
ASTM D3017	Moisture of Soils and Aggregate by Nuclear Gage.....	105.00



**ATTACHEMENT B
SCHEDULE OF FEES AND SERVICES**



AGGREGATES:

LABORATORY TESTING:

<u>Test No.</u>	<u>Description</u>	<u>Cost/Each</u>
ASTM C136/CAL 202	Sieve Analysis:	
	Fine.....	\$ 95.00
	Coarse.....	95.00
ASTM C29/CAL 212	Unit Weight and Voids in Aggregate.....	143.00
ASTM C88/CAL 214	Soundness of Agg. by the use of Sodium Sulfate (each size)....	285.00
ASTM C131/CAL 211	Abrasion of Coarse Agg. by Los Angeles Rattler.....	285.00
ASTM C117	#200 Wash.....	143.00
ASTM C127/CAL 206	Specific Gravity and Absorption of Coarse Agg.....	285.00
ASTM C128/CAL 207	Specific Gravity and Absorption of Fine Agg.....	285.00
ASTM D2419/CAL 217	Sand Equivalent Value of Soils and Fine Agg. (3 specimens)..	285.00
ASTM D3744/CAL 229	Durability Index:	
	Fine.....	190.00
	Coarse.....	190.00
CAL 227	Evaluating Cleanness of Coarse Aggregates.....	285.00



ATTACHEMENT B SCHEDULE OF FEES AND SERVICES



ASPHALT CONCRETE:

LABORATORY TESTING:

<u>Test No.</u>	<u>Description</u>	<u>Cost/Each</u>
ASTM D1559	Marshall Stability and Flow (3 Specimens, incl. comp.).....	\$ 285.00
ASTM D1188/D2726/ CAL 308	Bulk SG and Density (3 Specimens - Lab or Field Cores).....	95.00
ASTM D1560/CAL 304/366	Stabilometer Value (3 Specimens, including comp.).....	380.00
ASTM D3549	Thickness of AC Core.....	95.00
ASTM D2041	Maximum Theoretical Density (Rice Test).....	143.00
ASTM D2172	Asphalt Extraction (Method A or B).....	475.00
ASTM D4125	Asphalt Content of Bituminous by Nuclear Gage.....	Quote on Request

FIELD TESTING:

<u>Test No.</u>	<u>Description</u>	<u>Cost/Hour</u>
ASTM D2950	Density of Asphalt Concrete by Nuclear Gage.....	\$ 105.00
CAL 375	Density and Relative Compaction of Asphalt Concrete.....	105.00
	Coring of AC in the Field (two staff plus coring machine).....	270.00



**ATTACHEMENT B
SCHEDULE OF FEES AND SERVICES**



ASPHALT CEMENT:

LABORATORY TESTING:

<u>Test No.</u>	<u>Description</u>	<u>Cost/Each</u>
ASTM D1856/CAL 380	Recovery of Asphalt by Abson Method.....	\$ 570.00

BITUMINOUS/AGGREGATE SEAL COATS:

LABORATORY TESTING:

<u>Test No.</u>	<u>Description:</u>	<u>Cost/Each</u>
ASTM D5	Penetration Test of Bituminous Materials.....	\$ 143.00
ASTM D244	Testing Emulsified Asphalt (Saybolt Viscosity).....	360.00
ASTM D244	Percent Residue by Evaporation Method.....	285.00
ASTM D3910	Wet Track Abrasion.....	238.00
ASTM D244	Softening Point.....	428.00
ASTM D244	Demulsibility.....	380.00
CAL 332	Torsional Recovery.....	230.00
ASTM D244	Residue by Distillation Method.....	238.00

FIELD TESTING:

<u>Test No.</u>	<u>Description</u>	<u>Cost/Hour</u>
CAL 339	Determination of Distributor Spread Rate.....	\$ 105.00
	Slurry Seal Sampling.....	105.00

PIPE INSPECTION SERVICES (RCP/VCP): [PLANT OR ON SITE]

<u>Test No.</u>	<u>Description</u>	<u>Cost/Hour</u>
ASTM C301	Bearing Test on Vitrified Clay Pipe (VCP).....	\$ 105.00
ASTM C301	Hydro Test (VCP).....	105.00
ASTM C361	Hydro Test on Reinforced Concrete Pipe (RCP).....	105.00
ASTM C497	D-Load Test (RCP).....	105.00
ASTM C497	Absorption Test (RCP).....	105.00
ASTM C76	Visual Inspection of Fabricated Pipe (RCP).....	105.00



ATTACHEMENT B SCHEDULE OF FEES AND SERVICES



GENERAL:

A range of field investigation services are offered to provide data regarding existing pavement or soil conditions. These include:

1. Existing pavement thickness determinations.
2. Diamond Core Drilling of Asphalt Pavements and Portland Cement Concrete.
3. Soil Sampling (see List of Testing Services).
4. Exploratory Borings and Logs.
5. Pavement Designs
6. Overlay Designs

A Truck-Mounted Central Mining Equipment (CME) 55 drilling rig is used for geotechnical drilling. 4" solid stem, 6" solid stem and 8" hollow stem augers are available as well as 3" O.D. Cal Modified Split Spoon Sampler.

FEES:

DRILLING:

<u>Description</u>	<u>Cost/Hour</u>
CME 55 drill rig with 2 person crew.....	\$ 280.00
Supplies.....	Cost + 15%
Drill Rig Operator.....	105.00
Engineer I/II.....	130.00
Associate Engineer.....	140.00
Senior Engineer.....	155.00
Laboratory Testing.....	Per Laboratory Fee Schedule

**ATTACHEMENT B
SCHEDULE OF FEES AND SERVICES**

GEOTECHNICAL SERVICES

PAVEMENT EVALUATION:

<u>Description</u>	<u>Cost/Hour</u>
CME 55 drill rig with 2 person crew.....	\$ 280.00
Dynaflect Machine with 2 person crew.....	270.00
Traffic control vehicle with flashing arrow sign & assorted traffic control devices, with one person crew.....	120.00
Drill Rig Operator.....	105.00
Engineer I/II.....	130.00
Associate Engineer.....	140.00
Senior Engineer.....	155.00

Normally a four (4) person crew, consisting of a drilling rig operator, field technician, engineer, and traffic control person is used when testing within the public right-of-way. Additional personnel may be required when flagging or other intensive traffic control is required per Manual on Uniform Traffic Control Devices (MUTCD).

CORING:

<u>Description</u>	<u>Cost/Hour</u>
Coring Equipment with 2 person crew (Asphalt Concrete).....	\$ 250.00
Coring Equipment with 2 person crew (Portland Cement Concrete).....	250.00
Coring Machine Operator.....	105.00
Engineer I/II.....	130.00
Associate Engineer.....	140.00
Senior Engineer.....	155.00

MINIMUM:

A minimum of three (3) hours will be billed for drilling, pavement evaluation, and coring services.