

## **AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND MOORE TWINING ASSOCIATES, INC.**

This AGREEMENT is made and entered into by the County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as "NMC", a political subdivision of the State of California, and Moore Twining Associates, Inc., hereinafter referred to as "CONTRACTOR."

### **1.0 RECITALS**

WHEREAS, NMC has invited Statement of Qualifications (SOQ) through the Request for Qualifications (RFQ# 9600-76) for Construction Materials Engineering, Testing, and Inspection Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible Statement of Qualifications (SOQ) to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **2.0 PERFORMANCE OF THE AGREEMENT**

- 2.1 After consideration and evaluation of the CONTRACTOR'S SOQ, NMC hereby engages CONTRACTOR to provide the services set forth in RFQ# 9600-76 and in this AGREEMENT on the terms and conditions contained herein and in RFQ# 9600-76. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFQ# 9600-76 dated January 26, 2018, including all attachments and exhibits  
CONTRACTOR'S Proposal dated March 2, 2018  
AGREEMENT  
Certificate of Insurance  
Additional Insured Endorsements

- 2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, RFQ# 9600-76 including all attachments and exhibits, Addendum/Addenda issued, Certificate of Insurance, and Additional Insured Endorsements.

- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of NMC nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 2.5 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.
  - 2.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.
- 2.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use Natividad Medical Center premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

### **3.0 SCOPE OF SERVICE**

- 3.1 Contractor Minimum Work Performance Percentage: CONTRACTOR(S) shall perform with his own firm contract work amounting to not less than fifty percent (50%) of the original total contract price.
- 3.2 CONTRACTOR will provide geotechnical engineering on site testing services, including but not limited to Environmental services, construction observation and inspection, materials testing, construction materials services, drilling services, and analytical chemistry. Testing and inspection services will be required on-site where special inspections are required by the agencies having jurisdiction (Office of Statewide Health Planning Development "OSHPD"/Monterey County Building Department). Reports will be prepared and certified by the CONTRACTOR prior to issuance to the NMC.
  - 3.2.1 CONTRACTOR Obligations:
    - 3.2.1.1 CONTRACTOR will perform on-call required testing or inspections as requested by the COUNTY. CONTRACTOR will provide a certified report and affidavit verifying certification of the CONTRACTOR.
    - 3.2.1.2 CONTRACTOR shall be solely responsible for the transportation of testing specimens. CONTRACTOR will be responsible for proper packaging and

transportation of test material so that the test results received back by NMC are not compromised.

- 3.2.1.3 CONTRACTOR will remain on-site the total time of the inspection and document in a report and provide to the COUNTY within 1 business day.
- 3.2.1.4 CONTRACTOR will provide testing results within 1 day of off-site material testing after each interval and at the final testing period.
- 3.2.1.5 CONTRACTOR shall keep accurate records of time and tests units conducted for monthly billing.
- 3.2.1.6 CONTRACTOR shall provide the engineering management, test results, and analysis with sufficient detail, for the duration of the project, to ensure the appropriate documentation will be provided upon completion of work.
- 3.2.1.7 CONTRACTOR acknowledges and agrees that it shall provide services hereunder solely on a non-exclusive basis, and only upon issuance of a request for services. COUNTY is not obligated to purchase from CONTRACTOR any amount of services. COUNTY is free to obtain the services from source(s) other than CONTRACTOR to provide such services.

- 3.3 The Scope of Work shall include engineering inspection services, material testing and surveying services necessary to verify NMC projects are constructed as specified in the project plans and specifications.

#### **4.0 TERM OF AGREEMENT**

- 4.1 The initial term shall commence July 1, 2018 through and including June 30, 2023. NMC is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 If NMC exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 4.3 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

#### **5.0 COMPENSATION AND PAYMENTS**

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the Fee Schedule attached hereto as EXHIBIT A – PRICING.
- 5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 5.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.
- 5.6 Tax:
  - 5.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 5.6.2 County is registered with the Internal Revenue Service, San Francisco office, EIN number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## **6.0 INVOICES AND PURCHASE ORDERS**

- 6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:

Natividad Medical Center  
Accounts Payable Department  
P.O. Box 81611  
Salinas, CA. 93912

Contact Information:  
Phone: (831) 783-2367  
Email: [AccountsPayableEmail@natividad.com](mailto:AccountsPayableEmail@natividad.com)
- 6.2 CONTRACTOR shall reference RFQ #9600-76 and the Direct Order (DO) number on all invoices submitted to NMC. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All NMC Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

## **7.0 DESIGN PROFESSIONAL INDEMNIFICATION**

- 7.1 For purposes of the following indemnification provisions ("Indemnification AGREEMENT"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification AGREEMENT is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification AGREEMENT and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification AGREEMENT and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County of Monterey under this Indemnity AGREEMENT that is permitted by law shall be provided by CONTRACTOR.
- 7.2 Indemnification for Design Professional Services Claims:  
CONTRACTOR shall indemnify, defend and hold harmless County of Monterey, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County of Monterey, or defect in a design furnished by County of Monterey.
- 7.3 Indemnification for All Other Claims or Loss:  
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless County of Monterey, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County of Monterey, or defect in a design furnished by County of Monterey.

## **8.0 INSURANCE REQUIREMENTS**

- 8.1 Evidence of Coverage:
- 8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall



accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

8.1.2 This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by NMC. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

8.1.3 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

## 8.2 Insurance Coverage Requirements:

8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

8.2.1.1 Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

8.2.1.2 Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

- 8.2.1.4 Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

### 8.3 Other Insurance Requirements:

- 8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 8.3.2 Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 8.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability

Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 8.3.4 Prior to the execution of this AGREEMENT by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles NMC, at its sole discretion, to terminate this AGREEMENT immediately.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.



## **10.0 ASSIGNMENT AND SUBCONTRACTING**

- 10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.
- 10.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the County of Monterey requirements stated herein this Agreement including insurance and indemnification sections.

## **11.0 CONFLICT OF INTEREST**

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to NMC, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## **13.0 RECORDS AND CONFIDENTIALITY**

- 13.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the NMC or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall

promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- 13.2 NMC Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.
- 13.4 Access to and Audit of Records: NMC and the County of Monterey shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

#### **14.0 TRAVEL REIMBURSEMENT**

- 14.1 Travel Reimbursement is not allowed for this AGREEMENT.

#### **15.0 NOTICES**

- 15.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC contracts division manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:  
Natividad Medical Center  
CONTRACTS DIVISION  
1441 Constitution Blvd  
Salinas, CA 93906  
FAX No.: (831) 757-2592

TO CONTRACTOR:  
Rudy Alejo  
501 Ortiz Avenue  
Sand City, CA 93955  
Phone: (831) 392-1056  
FAX No.: (831) 392-1059  
Email: rudya@mooretwinning.com

## 16.0 LEGAL DISPUTES

- 16.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 16.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 16.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 16.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

## 17.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

- 17.1 Prevailing Wages: If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 17.2 During the entire term of this Agreement, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.  
  
Local Hiring per County of Monterey Code 5.08.120: All provisions included in County of Monterey Code 5.08.120 are applicable to this AGREEMENT, including but not limited to:
  - 17.2.1 County of Monterey Code Section 5.08.120 General Provisions; Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works of improvement, all

NMC and County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty (50) percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

17.2.2 For the purpose of this Section, the following terms have the meanings indicated:

"Board" shall mean the Monterey County Board of Supervisors.

"Qualified individual" shall mean a person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the public work of improvement to be performed or who is enrolled in a certified State or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.

"Resident of Monterey Bay Area" shall mean a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

## **18.0 INDEMNITY**

18.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

18.2 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such

CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

**18.3 Indemnification for All Other Claims or Loss:**

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

***-Signature page to follow-***



**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: \_\_\_\_\_  
5/1/18

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: \_\_\_\_\_  
5-10-18

**CONTRACTOR**

Moore Twining Associates, Inc.

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

Harry D. Moore, President

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_  
5/1/2018

By: \_\_\_\_\_  
(Signature of: Secretary, Asst. Secretary, CFO,  
Treasurer, or Asst. Treasurer)

Ruth E. Moore, Secretary

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_  
5/1/2018

**\*\*\*Instructions\*\*\***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

## EXHIBIT A – PRICING

<b>Position/Title</b> (Add Additional Positions/Titles as Needed)	<b>Hourly Rate</b>
Principal	145.00
Registered Geotechnical Engineer	130.00
Registered Civil Engineer	125.00
Certified Engineering Geologist	125.00
Project Engineer/ Geologist Manager	85.00
Computer Aided Drafting	45.00
Secretarial Services	35.00

<b>FIELD INSPECTION SERVICES</b>	
<b>Field Inspection Services</b>	<b>Hourly Rate</b>
ACI Technician – Field Sampling and Testing Concrete	87.25
Earthwork Observation and Compacting Testing	92.50
Special Inspection and Observations – Reinforced Concrete	98.50
Special Inspection and Observations – Structural Masonry	98.50
Special Inspection and Observations – Structural Steel	98.50
Non-Destructive Testing Services	100.00
Spray-Applied Fireproofing	87.25
Batch Plant Inspection	60.00
Shop Welding and Steel Fabrication Inspection	62.00

<b>Aggregates</b>	<b>Cost per EA</b>
Sieve Analysis without Wash ASTM C136	60.00
Sieve Analysis with Wash ASTM C117	120.00
% Passing #200 Sieve ASTM C117	60.00
Specific Gravity & Absorption (Coarse) ASTM C127	120.00
Specific Gravity & Absorption (Fine) ASTM C128	120.00
Clay Lumps and Friable Particles (ASTM C142)	150.00
Cleanness Value CT 229	120.00
% of Crushed Particles (Fractured Face) ASTM D5821	130.00
Durability Index CT229	120.00
LA Rattle Abrasion Testing ASTM C535	180.00
Organic Impurities ASTM C40	80.00
Potential Reactivity – Chemical Method ASTM C289	300.00
Magnesium or Sodium Sulfate Soundness ASTM C88	300.00
Sand Equivalent ASTM D2419	90.00
Lightweight Pieces in Concrete Aggregate ASTM C123	225.00
Stone Proctor ASTM C29	50.00
Flat & Elongated Particles in Coarse Aggregate AST C4791	120.00
OTHER	
<b>Asphalt</b>	<b>Cost per EACH</b>
Marshall Density-Lab Mix Method ASTM D69296	240.00
Asphalt Extraction (Ignition Method) ASTM C6307	150.00
Asphalt Gradation and Extraction ASTM C5444	120.00
Maximum Theoretical Density/Rice Specific Gravity ASTM D2041	150.00
Hveem Stability ASTM D5160	150.00
Marshall Flow and Stability ASTM C6927	200.00
Bulk Density Testing of Cores ASTM D1188 or ASTM D2726	40.00
Swell CT 305	225.00
Moisture Vapor Susceptibility CT307	150.00
Asphalt Extraction (Solvent Method) ASTM D2172	200.00

Graduation and Oil Extraction Correction	500.00
Asphalt Core Thickness ASTM D3549	20.00
OTHER	
<b>Concrete</b>	<b>Cost per EACH</b>
Concrete Compressive Strength Tests 6"x12" (Set of 4) ASTM C39	\$ (Set of 4) 80.00
Concrete Compressive Strength Tests 6"x12" ASTM C39	20.00
Concrete Compressive Strength Tests 6"x12" ASTM C39, held not tested	10.00
Compressive Strength of Concrete Cores ASTM C42	50.00
Flexural Strength Beam ASTM C78	70.00
Splitting Tensile Strength of Cylindrical Concrete ASTM C496	50.00
Unit Weight of Lightweight Concrete ASTM C567	25.00
Compressive Strength of Lightweight Concrete ASTM C495	25.00
Dry Shrinkage of Concrete ASTM C157	250.00
Gunite/Shotcrete Panels ASTM C1140	250.00
Preparation of Concrete Specimens by Saw Cutting	20.00
Concrete Compressive Strength Test 4"x8" (set of 5) ASTM C39	\$ (Set of 5) 80.00
Concrete Compressive Strength Test 4"x8" ASTM C39	20.00
Thickness of Drilled Concrete Core ASTM C174	50.00
Moisture Transmission & pH Test Kits	50.00
Concrete Cylinder HOLD (Not Tested)	10.00
Bit Charge	\$ per Inch 7.00
OTHER	
<b>Soils</b>	<b>Cost per EACH</b>
Limit/Plasticity Index ASTM D4319	150.00
Hydrometer Analysis ASTM D422	120.00
Specific Gravity ASTM D854	90.00
R-Value ASTM D2844	200.00
Consolidated ASTM D24365	300.00

Unconfined Compressive Strength ASTM D2166	100.00
Direct Shear – Consolidated ASTM D3080	200.00
Expansion Index of Soils ASTM D4829	170.00
Moisture Determination of Soil and Rock ASTM D2216	30.00
Permeability Flexible Wall ASTM D5084	335.00
pH of Soils	30.00
Chloride Content of Soils	30.00
Minimum Resistivity CT643	110.00
CBR, 100% ASTM D1883	350.00
CBR, 95% 3 point method ASTM D1883	700.00
Remold Charge	50.00
Oversized Correction for Moisture Density ASTM D4718	180.00
Crumb Test ASTM D6572	50.00
Atterburg Limit (Liquid Limit) ASTM D4318	75.00
Maximum Density Standard Proctor ASTM D698	135.00
Maximum Density Modified Proctor 4" Mold ASTM D1557	170.00
Maximum Density Modified Proctor 6" Mold ASTM D1557	180.00
Relative Compaction of Soils and Aggregate CT 216	150.00
Unconfined Compressive Strength of Lime Treated Soils CT 373	150.00
OTHER	
<b>Masonry</b>	<b>Cost per EACH</b>
Mortar Cylinder Compressive Strength 2x4 ASTM C780	24.00
Grout Compressive Strength ASTM C1019	24.00
Prism Compressive Strength, ½ Size	30.00
Masonry Core Unit Strength ASTM C1314	50.00
Masonry Core Shear Test ASTM C1314	50.00
Masonry Block Compressive Strength ASTM C140	75.00
Absorption, Unit Weight and Moisture Content ASTM C140	75.00
Drying Shrinkage of Block ASTM C426	75.00



Relative Mortar Strength CT 515	250.00
High Strength Grout Cubes ASTM C109	18.00
OTHER	
<b>Steel</b>	<b>Cost per EACH</b>
Rebar Tensile Test ASTM A370	40.00
Rebar Bend Test ASTM A2901	40.00
Rebar Tensile and Bend Test ASTM A370 and A290	80.00
7 Strand Wire Cables ASTM A416	150.00
OTHER	
<b>Fireproofing</b>	<b>Cost per EACH</b>
Fireproofing Dry Density ASTM E605	50.00

## Basis of Fees

1. Fees stated in this fee schedule are for professional services, construction inspection, drilling and materials testing services provided by Moore Twining Associates, Inc. Analytical Chemistry fees are presented separately upon request.
2. The fees listed herein are typical of engineering, inspection, and testing services most frequently provided by Moore Twining Associates, Inc. Fees for other services and special quotations will be provided upon request. Special consideration is given to projects involving protracted periods of time or volume testing. All fees are subject to change without notice.
3. A minimum of four hours per day will be charged for all field services plus travel time to and from the job site to our nearest office. Field services over four hours will be charged at two-hour increments thereafter. A cancellation charge of two hours will be billed in the event the client fails to notify our office of a cancellation at least 24 hours prior to the scheduled inspection.

4. Time Schedule: Basis of sampling, observation, drilling, travel, and other fees:

Rate of Changes Period

<b>Regular Time</b>	Monday through Friday – eight hours from 8:00 a.m. to 5:00 p.m.
<b>Time and One-Half</b>	Monday through Friday – after continuous eight hours and Saturdays
<b>Double Time</b>	Work performed beyond 12 hours, Sundays and Holidays

Shift Differential

<b>Second (Swing) Shift</b>	Regular hourly rate plus 10% for the first eight hours worked; time in excess of eight hours will be charged at overtime rate
<b>Third (Graveyard) Shift</b>	Regular hourly rate plus 15% for the first eight hours worked; time in excess of eight hours will be charged at overtime rate

5. Fees reflect per-unit tests and only include reporting of laboratory and/or field results not requiring engineering evaluation, recommendations, and/or conclusions.
6. Vehicle mileage, when applicable, is \$0.54 per mile. Drill rig, heavy equipment trucks, and four-wheel drive vehicles are \$1.00 per mile. All vehicle mileage charges (except for drill rigs) are from Moore Twining Associates, Inc.'s nearest office. Drill rigs are from our Drilling office located at 662 R Street in Fresno, California.
7. Work requiring special equipment, machinery rental, outside consultants, etc., will be charged at cost-plus-15% unless otherwise noted. The cost of replacing equipment that is damaged due to client's request and/or negligence will be assessed.
8. For delivery of additional materials and/or equipment to the job site, pick-up of materials requested, and/or equipment ordered but not used, there will be a charge of \$70/hour. There will be a restocking fee of 20% on all materials returned. Any special rental equipment such as air compressors, generators, cement mixers, etc. can be provided at cost-plus-15%, plus pick-up and delivery charges. Other equipment necessary to meet your project's special needs can be obtained upon request. Clients ordering specialized materials will be billed for the full amount of purchase regardless of utilization of only a portion thereof.

9. Staff billing rates will be imposed for requested research into technical files or records.
10. Requests for additional copies of reports are charged at secretarial rate plus photocopying fee of \$0.10 per page.
11. Facsimiles are charged at \$1.00 per page for local calls and \$1.50 for long-distance calls.
12. Public carriers, i.e. overnight mail, FedEx, UPS, Greyhound, etc. will be charged at cost plus secretarial time.
13. Processing of affidavits and certificates are charged at \$50 for each additional insured.
14. Additional insured certificates are charged at \$50 for each additional insured.
15. Certified payroll, \$50 per billing period.
16. The client will be invoiced for all services, equipment, materials, and supplies used on a project. Any invoice under \$100 will be C.O.D. All other invoices are due and payable on the 10<sup>th</sup> of the next succeeding month following date of charge and are past-due thereafter. Past-due balances are subject to a finance charge of 1.5% per month (an annual percentage rate [APR] of 18%). All invoice errors or necessary corrections will be brought to the attention of the company within ten days of receipt of the invoice; thereafter, client acknowledges invoices are correct and valid.
17. The unit rates provided in this fee schedule will be applicable through December 31, 2018.