

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
GMU GEOTECHNICAL, INC.
FOR
ON CALL MATERIAL TESTING AND ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and GMU GEOTECHNICAL, INC., hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide On-Call Material Testing and Engineering Services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Greg Silver, who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than (3) three years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Six Hundred Thousand Dollars (\$600,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Joseph Dale
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

GMU GEOTECHNICAL, INC.
ATTN: Greg Silver
23241 Arroyo Vista
Rancho Santa Margarita, CA 92688

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

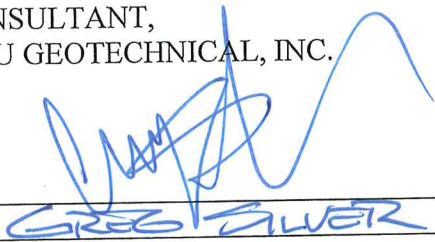
This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,
GMU GEOTECHNICAL, INC.

By: _____

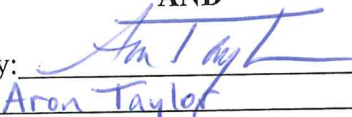


print name

ITS: (circle one) Chairman/President/Vice President

AND

By: _____



print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

Mayor

City Clerk

INITIATED AND APPROVED:



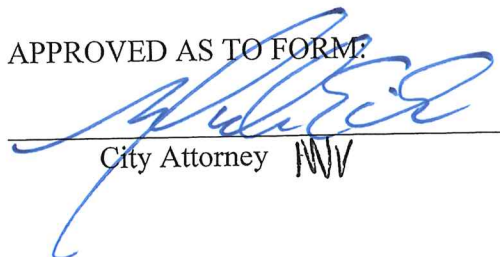
Director of Public Works

REVIEWED AND APPROVED:



City Manager

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

CONSULTANT shall provide consulting services on an "as-needed" basis for projects to be determined during the term of the agreement. During the term of the agreement, CITY may elect to solicit proposals from CONSULTANT. CITY shall issue task order for each project based upon the scope of services, work schedule, and fee proposal submitted to CITY for its review and approval.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

CONSULTANT'S duties and responsibilities shall be per CONSULTANT'S Statement of Qualification (Exhibit A), consistent with the City of Huntington Beach Request for Qualifications for On Call Materials Testing and Engineering Consulting Services. Upon award, and the contract period, the CONSULTANT can choose to assign different personnel to the project, CONSULTANT must submit the names and qualifications of these staff to CITY for approval before commencing work.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Furnish scope of work request for each project.
2. Furnish construction plans and specifications to the CONSULTANT

D. WORK PROGRAM/PROJECT SCHEDULE:

A project schedule will be developed for each project assigned by CITY.



Proposal for **ON-CALL CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES** City of Huntington Beach

August 17, 2021

GMU P-21205
GMU Pavement Engineering (GMU)
23241 Arroyo Vista
Rancho Santa Margarita, CA 92688

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Appendix A – Certifications

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A. COVER LETTER

Prepared For: Public Works Department
CITY OF HUNTINGTON BEACH
7701 Taylor Drive
Huntington Beach, CA 92648

August 17, 2021

GMU Proposal P-21205

Prepared By: GMU Pavement Engineering (GMU)
23241 Arroyo Vista
Rancho Santa Margarita, CA 92688
(949) 888-6513

Subject: Proposal for On-Call Construction Materials Testing and Inspection
Services, City of Huntington Beach

Reference: City of Huntington Beach, “Request for Proposal For On-Call Construction
Materials Testing and Inspection Services”, July 12, 2021.

Dear Public Works Department:

GMU Pavement Engineering (GMU) is pleased to submit our proposal to provide on-call construction materials testing and inspection services in response to the referenced RFP.

GMU is a Small Business Enterprise (SBE) with over 30 years of experience providing services as an on-call construction materials testing and inspection, pavement engineering, and geotechnical engineering firm for numerous Orange County Cities and public agencies. We have been in business for over 53 years and serve a variety of clients who have come to rely on GMU for high-quality, cost-effective, and reliable service. In addition, GMU’s staff and laboratory are certified by Caltrans, AMRL, and DSA, allowing GMU to provide the proposed services in full compliance with state and federal project funding requirements.

Our on-call construction materials testing and inspection experience includes the duties listed in the RFP, as summarized below.

- All testing as required by the Caltrans Standard Specifications and the Project Special Provisions. Any required sampling and testing shall be done by personnel and laboratory with the appropriate accreditation for the testing and sampling designated to be performed. This testing will include, but is not limited to:
 - Field density testing in accordance with ASTM D2922 or ASTM D1556, and laboratory density testing in accordance with ASTM D1557 or Caltrans CTM 216.
 - Concrete sampling and slump testing by an ACI-Certified technician.
 - Concrete compression testing per ASTM C39 for bridge structural concrete.
- Maintain records of all testing and sampling in permanent project files, with testing records including applicable methods and procedures used. Test results will be provided including whether the results conform or fail to conform to specified requirements and will be signed by an authorized laboratory testing representative. Non-conforming test results will be provided to the City within twenty-four hours.
- Maintaining a “rework items” list that does not comply with the Contract to be provided to the City and Contractor.
- Providing Project Certification to the City upon completion of the project, including all non-conforming materials and materials accepted at reduced pay factors. The Certification will be signed by a licensed Geotechnical Engineer.

Given our history, background, and technical expertise, we believe GMU offers many advantages that will ultimately benefit the City. We appreciate the opportunity to provide this proposal and look forward to opportunities to work with the City of Huntington Beach.

Respectfully submitted,



Gregory Silver, M.Sc., PE, GE
President/CEO
Principal Engineer
gsilver@gmugeo.com
(949) 546-0080 - direct



Roger Schlierkamp, M.Sc., PE, GE
Director of Pavement Engineering
rschlierkamp@gmugeo.com
(949) 546-0017 - direct



B. VENDOR APPLICATION FORM

REQUEST FOR PROPOSAL

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: GMU Geotechnical, Inc.

Contact Person for Agreement: Greg Silver, President/CEO

Corporate Mailing Address: 23241 Arroyo Vista

City, State and Zip Code: Rancho Santa Margarita, CA 92688

E-Mail Address: gsilver@gmugeo.com

Phone: (949) 888-6513 Fax: (949) 888-1380

Contact Person for Proposals: Roger Schlierkamp

Title: Director of Pavement Engineering E-Mail Address: rschlierkamp@gmugeo.com

Business Telephone: (949) 888-6513 Business Fax: (949) 888-1380

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Public Works Department, **CITY OF HUNTINGTON BEACH**
Proposal, On-Call Construction Materials Testing and Inspection Services

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|------------------------|---------------------------------|-----------------------|
| <u>Greg Silver</u> | <u>President/CEO</u> | <u>(949) 546-0080</u> |
| <u>Michael Moscrop</u> | <u>Vice President/Secretary</u> | <u>(949) 546-0018</u> |
| <u>Aron Taylor</u> | <u>Vice President/CFO</u> | <u>(949) 546-0016</u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |

Federal Tax Identification Number: 330359134

City of Huntington Beach Business License Number:
(If none, you must obtain a Huntington Beach Business License upon award of contract.)


City of Huntington Beach Business License Expiration Date:

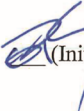
C. PRE-QUALIFICATION FORM

PRE-QUALIFICATION FORM

ON-CALL MATERIAL TESTING & INSPECTION SERVICES

| SERVICE CATEGORY | PROPOSING? Y/N (circle) |
|----------------------------------|----------------------------|
| A. Material Testing & Inspection | <u>Yes</u> No |

 provided the items below are acceptable and/or clarified
(Initial) Consultant is willing to execute the Agreement as drafted (See **Appendix B**).

 (Initial) Consultant is able to provide the insurance as required (See **Appendix C**).

Firm Name: GMU Geotechnical, Inc.

Firm Address: 23241 Arroyo Vista, Rancho Santa Margarita, CA 92688

Signature:  Date: August 17, 2021
Greg Silver

Agreement Section 8.C. – Need clarification with regards to implications, other contract language and current California civil codes.

Agreement Section 9. – GMU has a \$2 Million/\$2 Million professional liability policy with a \$25,000 effective deductible; a \$10,000 deductible is not offered. Note that GMU has been in business for over 50 years and has not encountered this issue previously.

D. SERVICE CATEGORY

FIRM QUALIFICATIONS

1. SUMMARY OF CAPABILITIES

GMU is a **Small Business Enterprise (SBE)** with **over 50 years** of experience in Southern California. Previously known as Goffman, McCormick & Urban, Inc., GMU was founded in 1967. Our office is located in Rancho Santa Margarita, Orange County, California, only half an hour away from the City of Huntington Beach. Our staff consists of highly qualified professional engineers, professional geologists, and engineering technicians with experience in nearly all aspects of construction requiring materials testing and inspection. GMU is qualified to provide all services listed in the RFP.

GMU has provided on-call services to public agencies for **over 30 years**, and currently provides on-call services to the following agencies:

- **City of Aliso Viejo**
- **City of Anaheim**
- **City of Buena Park**
- **City of Chino Hills**
- **City of Dana Point**
- **City of Garden Grove**
- **City of Irvine**
- **City of Laguna Niguel**
- **City of Lake Forest**
- **City of Mission Viejo**
- **City of Newport Beach**
- **City of Rancho Santa Margarita**
- **City of San Clemente**
- **City of San Juan Capistrano**
- **County of Orange**
- **Trabuco Canyon Water District**
- **Moulton Niguel Water District**
- **Santa Margarita Water District**

A select list of GMU's services is presented in this Section, and includes services needed to accomplish the City's requested Scope of Work.

Construction Materials Testing and Inspection

GMU has dedicated public works acceptance-testing (AT) soils/geotechnical, pavement, and plant inspectors with experience ranging from 10-30 years. Our technicians, inspectors, and laboratory personnel are experienced and prepared to perform all the tasks listed within the RFP's scope of work for this item, in accordance with Caltrans' procedures and the City's requirements. A select list of services GMU provides in this regard is provided below.

Geotechnical (Soils)

Services include observation and testing of the following by **Caltrans-certified** geotechnical engineering technicians:

- Grading observation
- Compaction testing
- Fill moisture control
- Subdrain placement
- Removal observations
- Roadway subgrade
- Trench backfill
- Undesirable subgrade soil mitigation

Special Inspection

Services include observation and testing of the following by GMU's **ICC-certified inspectors**:

- Concrete
- Reinforcing steel and embedded items
- Structural steel erection and welding
- High strength bolting
- Post-tensioned concrete
- Masonry
- Drilled-in anchors
- Fireproofing
- Non-shrink grout

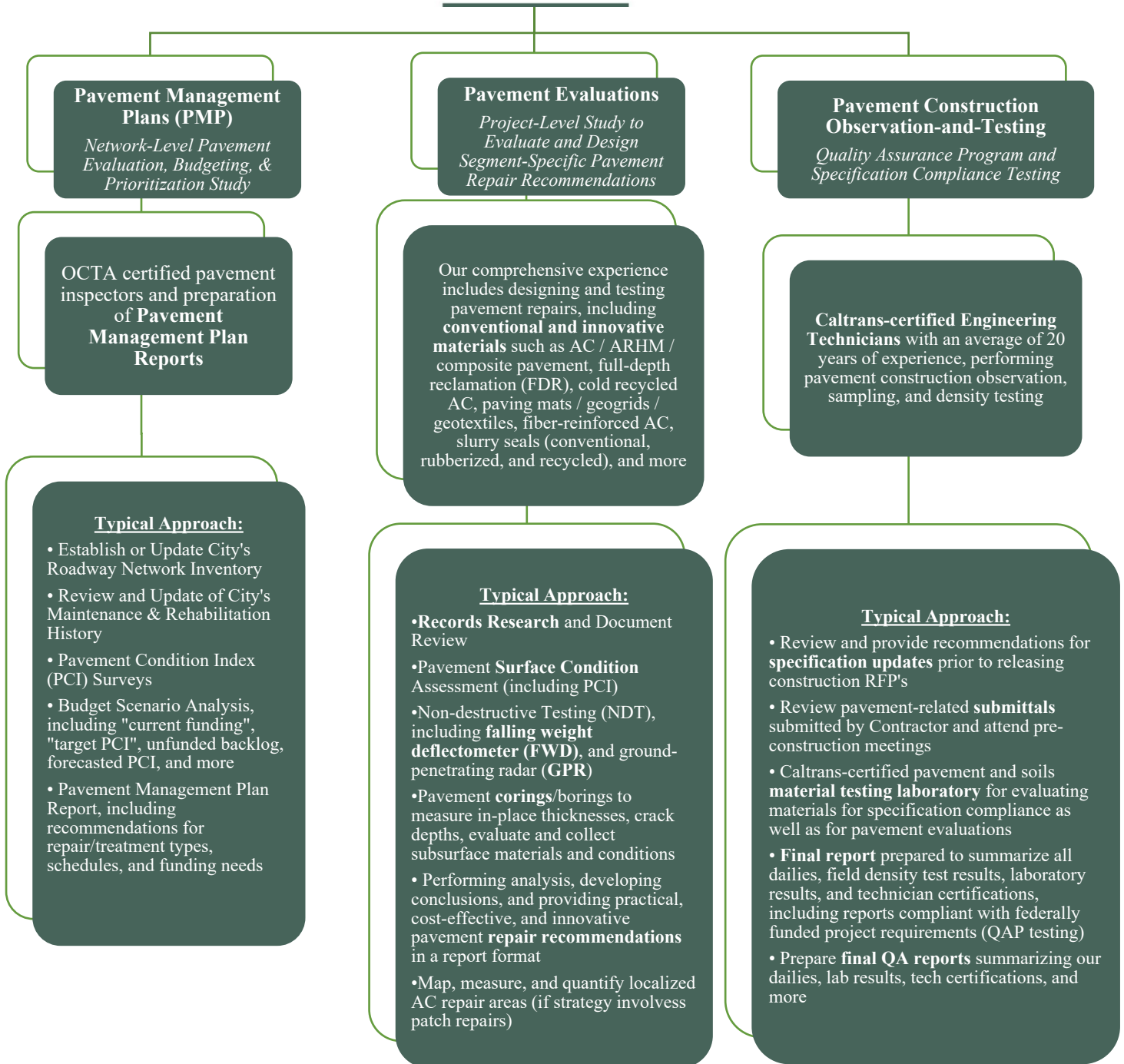
Pavement Testing and Inspection

Services include the following by GMU's **Caltrans-certified inspectors**:

- Subgrade and aggregate base material compaction
- Hot-mix asphalt placement and compaction

- In-place density of hot-mix asphalt, base, and subgrade using a nuclear gauge
- Pavement coring and testing
- Loose mix and compaction temperatures
- Lift thickness
- Environmental conditions assessment
- Equipment working order verification
- Joint construction
- Cement/emulsion content
- Mixing temperatures and time
- Mix uniformity and adequate mixing
- Aggregate storage conditions
- Segregation
- Aggregate and asphalt binder temperatures
- Continuous feeding of aggregates and proper aggregate feeder gate operation
- Equipment calibrations, including scales
- Batch or drum plant inspection and testing:
 - Sand equivalent
 - Crushed particles
 - Fine aggregate specific gravity and absorption
 - LA rattler
 - Fine aggregate angularity

In addition to the above materials testing and inspection capabilities, GMU can provide pavement services to the City that are unique to GMU. The following flowchart illustrates our pavement engineering, inspection, and testing capabilities and our typical approach for each type of pavement project, including pavement design. While pavement design is not included in the scope of the RFP, GMU's design capabilities often are useful during construction to mitigate unanticipated problems that may arise during the project.



SUPPORTING SERVICES

Review and Approval of Construction Materials Submittals

GMU staff will perform reviews of construction materials submittals as required.

Multi-certified Technicians

Many of our public works inspectors are multi-certified as geotechnical engineering technicians, special inspectors, and pavement inspectors. This enables GMU to have 1 technician complete all required inspections, where other firms require 2-3 different people to handle all required inspections. **This will result in significant cost savings and a reduction in time spent scheduling by City staff.** Certifications for our technicians and inspectors are included in Appendix A.

Lab Support/Testing

All of our technicians are supported by our in-house laboratory. GMU offers comprehensive soils and aggregate testing, pavement testing, and materials testing. **Our lab is certified by the County of Orange, Caltrans, AMRL, and DSA, making GMU in full compliance for all state and federally funded projects.**

Laboratory test results will be reviewed and provided to the City, including engineering evaluation/support of those test results. Testing and sampling will be performed in accordance with the City's Quality Assurance Plan (QAP), if applicable. A summary table of our laboratory testing capabilities (pavement and soil) is provided in Appendix B.

Project Examples

Examples of GMU projects similar to those anticipated for the City are provided in Appendix C.

2. KEY PERSONNEL AND SUBCONTRACTORS

The following individuals are GMU's key staff that will be providing services on projects with the City. Resumes with additional information for these individuals are contained in Appendix D.

Management Contact

- Greg Silver, M.Sc., PE, GE, President/CEO
- E-mail: gsilver@gmugeo.com
- Office: (949) 888-6513
- Cell: (949) 633-0617
- Mr. Silver's responsibilities for this on-call agreement will include general oversight and technical engineering input on project complexities. Mr. Silver has over 30 years of experience providing geotechnical engineering oversight on public agency projects similar to those within Huntington Beach.



Project Manager

Pavement Engineering and Materials Testing/Inspection

- Roger Schlierkamp, M.Sc., PE, Director of Pavement Engineering
- E-mail: rschlierkamp@gmugeo.com
- Office: (949) 888-6513
- Cell: (949) 300-2158
- Mr. Schlierkamp's responsibilities for this on-call agreement will include day-to-day management of all projects, as well as providing technical oversight for materials testing, inspection, and pavement projects. If needed, Mr. Schlierkamp can provide engineering response to issues that arise during construction.



The referenced RFP requests a list of subcontractors. GMU's staffing plan does not include subcontracted staff. If use of a subcontractor is necessary, this information will be provided to the City prior to beginning work on the project.

3. PUBLIC AGENCY REFERENCES

GMU has provided on-call materials testing and inspection services to municipalities and governing agencies for over 30 years. The following references are clients to whom services similar to the referenced RFP have been provided within the past 7 years. A list of specific projects for each of these clients can be provided upon request.

- **David A. Webb, Public Works/Director, City of Newport Beach**
100 Civic Center
Newport Beach, CA 92660
(949) 644-3328
dawebb@newportbeachca.gov
2009-current: on-call geotechnical services including public works construction, observation, materials testing, and inspection. Primary GMU Project Managers: Roger Schlierkamp and Greg Silver.
- **Shaun Pelletier, Director of Public Works, City of Aliso Viejo**
12 Journey, Suite 100
Aliso Viejo, CA 92656
(949) 425-2533
spelletier@avcity.org
2016-current: on-call geotechnical services including public works construction, observation, materials testing, and inspection. Primary GMU Project Manager: Roger Schlierkamp.
- **Mark Uphus, Senior Civil Engineer, City of Garden Grove**
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5191
marku@ggcity.org
2020-current: on-call geotechnical services including public works construction, observation, materials testing, and inspection. Primary GMU Project Manager: Roger Schlierkamp.

4. SYNOPSIS OF QUALIFICATIONS AND BENEFIT

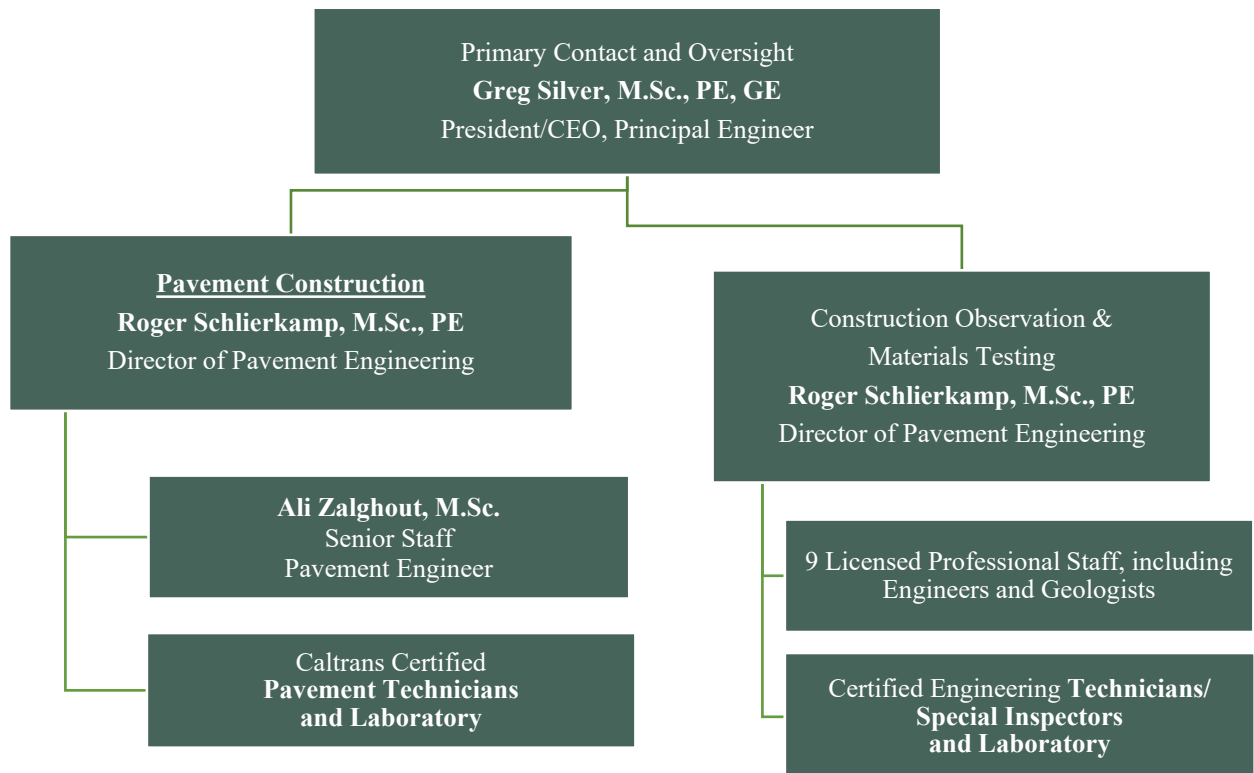
GMU's on-call service specializes in rapid response and reducing City Staff's time coordinating inspections. In addition, GMU is the only geotechnical/materials testing firm with a dedicated pavement engineering department. Our over 30 years' of experience with public agencies means GMU is capable of performing any and all materials testing and inspection tasks the City will request, and is also capable of handling any unforeseen issues during Public Works projects to minimize project schedule and budget issues.

5. RESUMES

Resumes for key personnel discussed in this proposal are attached as Appendix A.

PREFERRED STAFFING

GMU's organizational chart for the City of Huntington Beach's on-call services is provided below. The key personnel listed is not anticipated to change through the life of the agreement.



UNDERSTANDING AND METHODOLOGY SECTION

Based on our review of the referenced RFP and our experience providing on-call services to numerous public agencies, we anticipate services required may include:

- Construction Observations
- Inspection, including Geotechnical and Registered Special Inspection
- Field Materials Testing
- Laboratory Materials Testing
- Geotechnical or Pavement Design/Engineering During Construction
- Emergency Response (24/7)

Below is a discussion of how GMU will provide these services to the City that will best benefit the City.

APPROACH

Our approach to the execution, implementation, and management of all of our services has been well-established over GMU's long history of providing these types of services on an on-call basis. We have developed a streamlined approach to managing projects and budgets, yielding cost savings and reducing management time for City Staff.

For a typical Public Works project, GMU will assign a Project Manager who will be the primary contact for the duration of the project. This Project Manager will handle all needs of the City for this project, including scheduling field personnel, submittal review, project tracking, invoicing, and any other tasks that may arise. In order to streamline the project for City Staff, the single GMU contact will also provide all testing results and handle any issues that may come up during the project, allowing the City to only have to make one phone call or send one email.

GMU is prepared to provide adequate staff and allocate the appropriate number of hours to provide services to the City in order to accomplish the City's goals for each project. A project schedule can be provided on a per-project basis, at the City's request.

GMU's ability to address challenges, provide solutions, and use established as well as innovative methods and strategies for managing projects, personnel, and communication with City Staff, is based on our years of experience providing on-call services to public agencies. In addition, GMU is known for:

- The responsiveness of our staff.
- Our comprehensive services.
- Ability to expect the unexpected, based on our experience.
- Tendency to over-communicate.
- Prioritize workloads and manage staff such that all projects receive adequate support.
- Longevity and collaborative team approach of GMU staff, resulting in streamlined and comprehensive service.

QUALITY CONTROL/QUALITY ASSURANCE (QA/QC)

GMU has established an internal system to monitor all projects on an on-going basis for schedule and budget constraints. Our Principals maintain involvement in both management and technical aspects of all projects to minimize schedule delays and avoid budget overruns. Tasks are assigned to appropriate staff, and internal status meetings are conducted frequently to ensure projects are completed on time and within budget. Invoicing for projects is completed monthly, at minimum, with frequent oversight and review by Principals.

The same system discussed above is also utilized to provide QA/QC over the technical aspects of our work, including oversight and review by Principals. In addition, frequent project status meetings and collaboration assist us in providing cost-effective solutions to problems by exploiting the skills and experience of all GMU professionals.

Our field personnel report on a daily basis to project management, providing status updates of task progress and discussion of any problems or delays encountered. In addition, our technicians are certified by Caltrans, ICC, ACI, and various agencies as Deputy Inspectors. Laboratory personnel, procedures, and equipment are certified by County of Orange, Caltrans, AMRL, and DSA. GMU

is fully capable of providing our services that will satisfy the City's Quality Assurance Program and the current standard of practice in the industry.

In addition to the above abilities, GMU's staff holds internal meetings twice weekly to discuss on-going and upcoming projects to ensure that adequate and appropriate staff are assigned to each project to meet deadlines and provide outstanding service.

E. RATE SHEET

Our Rate Sheet is provided as a separate file per the requirements of the RFP. It should be noted that the Rate Sheet is our Fee Schedule for on-call services described in the RFP.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.



2021 SCHEDULE OF CHARGES

PROFESSIONAL SERVICES

| | |
|---|----------------|
| Document Preparation and Project Services | \$ 97.00/hour |
| CAD/GIS Design Engineer | \$ 118.00/hour |
| Staff Engineer or Geologist | \$ 152.00/hour |
| Senior Staff Engineer or Geologist | \$ 175.00/hour |
| Project Engineer or Geologist | \$ 195.00/hour |
| Senior Engineer or Geologist | \$ 230.00/hour |
| Associate Engineer or Geologist | \$ 245.00/hour |
| Principal/Director | \$ 270.00/hour |

FIELD INSPECTION & TESTING SERVICES

| | |
|---|-----------------|
| Staff Engineering Technician | \$ 105.00/hour* |
| • Services provided under direct supervision of a Senior Engineering Technician | |
| Senior Engineering Technician | \$ 118.00/hour* |
| • Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc. | |
| • Certifications by ACI, ICC, Caltrans, local jurisdictions, etc. | |
| Registered Special Inspector (<i>No 4-hour minimum</i>) | \$ 118.00/hour* |
| • Certifications by ACI, ICC, Caltrans, local jurisdictions, etc. | |
| • Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing | |
| Instrumentation Engineer | \$ 150.00/hour |
| • Slope inclinometer and Piezometer monitoring | |
| • Manometer for floor-level surveys | |
| • Stormwater turbidity & pH meter | |
| • Groundwater monitoring - pressure transducer, datalogger, water chemistry meter, etc. | |
| • Pipeline video camera for drains, wells, etc. | |
| Engineering Seismological Technician (includes 3-channel seismograph) | \$ 150.00/hour |
| • Blast vibration monitoring | |
| • Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.) | |

***Notes:**

- (1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
- (2) No 4-hour minimum charges apply.
- (3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
- (4) Additional hourly surcharge for Prevailing Wage projects for Field Personnel per CA Labor Code §1720, et seq.

Add \$ 27.00/hour

LABORATORY TESTING SERVICES

| | |
|--|----------------|
| Laboratory Testing | \$ 122.00/hour |
| <i>(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)</i> | |

OTHER CHARGES

| | |
|-------------------------------|------------|
| Outside Services | Cost + 15% |
| Reimbursables & Reprographics | Cost |



GMUGEOT-01

WILSONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|--|
| PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122 | | CONTACT NAME: PHONE (A/C, No, Ext): (619) 574-6220 FAX (A/C, No): (619) 574-6288 E-MAIL: ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: RLI Insurance Company | |
| | | INSURER B: Interstate Fire & Casualty Company | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | PSB0005783 | 11/1/2020 | 12/31/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp. Ded.: \$1,000 <input checked="" type="checkbox"/> Coll. Ded. \$1,000 | X | X | PSA0002105 | 11/1/2020 | 12/31/2021 | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | PSE0002541 | 11/1/2020 | 12/31/2021 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | PSW0003341 | 11/1/2020 | 12/31/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Professional Liab. | | | USF00625420 | 12/31/2020 | 12/31/2021 | Per Claim 2,000,000 |
| B | Ded.: \$10K Per Claim | | | USF00625420 | 12/31/2020 | 12/31/2021 | Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: On Call Materials Testing and Engineering Services.

City of Huntington Beach is Additional Insured with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| City of Huntington Beach Attn: Keegan Olds, City Hall 1st Floor 2000 Main Street Huntington Beach, CA 92648 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|