

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
AESCO, INC.
FOR
ON-CALL MATERIALS 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 AESCO, INC., a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call Materials 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 Kay Alabed 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 three (3) 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: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

AESCO, Inc.
ATTN: Kay Alabed
17782 Georgetown Lane
Huntington Beach, CA 92647

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. GENERAL PRINCIPALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply generally accepted accounting principles and good business practices. CONSULTANT shall, at its own expense, furnish all cost items associated with the proposed services except as specified to be furnished by City. CONSULTANT shall retain financial records, supporting documents, statistical records, and all other records pertinent to the proposed services for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

30. NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONSULTANT shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of

1964 (42 U.S.C 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONSULTANT shall ensure that proposed activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

31. MBE AND WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women owned business enterprises in the City's procurement process.

CONSULTANT agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of a contract. CONSULTANT may rely on written representations by consultants, advisors and contractors regarding their status. CONSULTANT shall report to the City the names of all consultants, advisors and contractors hired for the proposed services and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONSULTANT shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for a contract by:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

32. DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONSULTANT agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of a contract.

33. RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONSULTANT shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to City upon request.

34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

36. NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this document, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

37. 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.

CONSULTANT,

AESCO, INC.

By: Kay Alabed

print name

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

By: Adam Chamaa

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:

[Signature]
Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney

EXHIBIT "A"

1. For some projects the consultant shall be responsible for all the tests as required by the Caltrans Standard Specifications and the Project Special Provisions.
2. Any required sampling and testing shall be done by personnel and laboratory with the appropriate accreditation for the testing and sampling designated to perform. Proof of the appropriate accreditation shall be submitted for approval by the City.
3. Provide a qualified technician as necessary to conduct density tests as required. The tests will be performed with a nuclear densometer in accordance with ASTM D2922 or sand cone in accordance with ASTM D1556. Maximum density curves (ASTM D1557) will be performed on various material types as they are encountered.
4. Provide an ACI-certified technician as necessary to make sets of concrete cylinders as needed and perform slump tests for minor concrete and bridge structure concrete.
5. Perform compression strength tests on concrete cylinders in accordance with ASTM C39 for bridge structure concrete.
6. Consultant shall keep records of all samples and tests in the project files as permanent job records. Materials incorporated into the project, represented by failing tests, must be documented in the project files also. Test results shall cite applicable contract requirements, test and/or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Test results shall be signed by a testing laboratory representative authorized to sign certified documentation and forward to the City.
7. Maintain a rework items list of work performed that does not comply with the Contract. The Contractor shall be responsible for including on this list items needing rework including those identified by the Engineer.
8. Maximum density tests shall be performed at the job site unless otherwise approved by the City Engineer.
9. Consultant shall keep records of all samples and tests in the project files as permanent job records. Materials incorporated into the project, represented by failing tests, shall also be documented in the project files.
10. Consultant shall use the most economical mode of transportation available consistent with the time element involved.
11. Project Certification – Send a materials certification memorandum to the Public Works Contract Administrator, City of Huntington Beach, upon completion of the project. File a copy of the memorandum in the job files. Note all non-conforming materials on the memorandum. This includes materials accepted at reduced pay factors.
12. A California licensed engineer shall sign the materials certification memorandum.
13. Any Non-Compliance results of materials shall be reported to the City's Project Manager and City Project Inspector within twenty-four (24) hours from the time of sampling.

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.

EXHIBIT B**EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: City of Huntington Beach 2. Contract DBE Goal: 0%
 3. Project Description: On-Call Engineering Services
 4. Project Location: Huntington Beach, CA
 5. Consultant's Name: AESCO 6. Prime Certified DBE: ☒

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Construction Management and Inspection	35370	Kay Alabed, kay.alabed@aescotech.com 714-375-3830	100.00
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____			
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature Kay Alabed 14. Preparer's Name President 16. Preparer's Title		13. Date 03/01/2022 15. Phone 714-375-3830	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: **AESCO** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. 2022-0309 Contract No. TBD Participation Amount: \$ 250,000.00 Date: March 7, 2022

For Combined Rate		Fringe Benefit % + General & Administrative %		=	151.45%	Home Office ICR%
	42.36%	109.09%				
		OR				
For Home Office Rate		Fringe Benefit % + General & Administrative %		=		Home Office ICR%
For Field Office Rate		Fringe Benefit % + General & Administrative %		=		Field Office ICR%
		FEE % = 10.0%				

BILLING INFORMATION**CALCULATION INFORMATION**

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Adam Chamaa, PE, GE* Senior Project Manager Exempt	221.28	N/C	N/C	5/1/2022	12/31/2022	80.00	0%	N/A
	232.34	N/C	N/C	1/1/2023	12/31/2023	84.00	5.00%	N/A
	243.96	N/C	N/C	1/1/2024	12/31/2024	88.20	5.00%	N/A
	256.15	N/C	N/C	1/1/2025	12/31/2025	92.61	5.00%	N/A
	268.96	N/C	N/C	1/1/2026	12/31/2026	97.24	5.00%	N/A
	282.40	N/C	N/C	1/1/2027	12/31/2027	102.10	5.00%	N/A
Russell J. Scherlin, PE, GE* Quality Control Director Exempt	193.62	N/C	N/C	5/1/2022	12/31/2022	70.00	0%	N/A
	203.30	N/C	N/C	1/1/2023	12/31/2023	73.50	5.00%	N/A
	213.48	N/C	N/C	1/1/2024	12/31/2024	77.18	5.00%	N/A
	224.15	N/C	N/C	1/1/2025	12/31/2025	81.04	5.00%	N/A
	235.35	N/C	N/C	1/1/2026	12/31/2026	85.09	5.00%	N/A
	247.11	N/C	N/C	1/1/2027	12/31/2027	89.34	5.00%	N/A
David J. Ryan, PE* Sr. Project Engineer Management Exempt	146.60	N/C	N/C	5/1/2022	12/31/2022	53.00	0%	N/A
	153.93	N/C	N/C	1/1/2023	12/31/2023	55.65	5.00%	N/A
	161.61	N/C	N/C	1/1/2024	12/31/2024	58.43	5.00%	N/A
	169.69	N/C	N/C	1/1/2025	12/31/2025	61.35	5.00%	N/A
	178.18	N/C	N/C	1/1/2026	12/31/2026	64.42	5.00%	N/A
	187.09	N/C	N/C	1/1/2027	12/31/2027	67.64	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: **AESCO** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Project No. 2022-0309 Contract No. TBD Participation Amount: \$ 250,000.00 Date: March 7, 2022

For Combined Rate		Fringe Benefit % + General & Administrative %		=	151.45%	Home Office ICR%
	42.36%	109.09%				
OR						
For Home Office Rate		Fringe Benefit % + General & Administrative %		=		Home Office ICR%
For Field Office Rate		Fringe Benefit % + General & Administrative %		=		Field Office ICR%
				FEE %	=	10.0%

BILLING INFORMATION**CALCULATION INFORMATION**

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Omar Chamaa, EIT * Sr. Construction Manager Exempt	159.57	N/C	N/C	5/1/2022	12/31/2022	57.69	0%	N/A
	167.53	N/C	N/C	1/1/2023	12/31/2023	60.57	5.00%	N/A
	175.91	N/C	N/C	1/1/2024	12/31/2024	63.60	5.00%	N/A
	184.71	N/C	N/C	1/1/2025	12/31/2025	66.78	5.00%	N/A
	193.95	N/C	N/C	1/1/2026	12/31/2026	70.12	5.00%	N/A
	203.66	N/C	N/C	1/1/2027	12/31/2027	73.63	5.00%	N/A
Kay Alabed * QualityControl Coordinator Exempt	229.57	N/C	N/C	5/1/2022	12/31/2022	83.00	0%	N/A
	241.05	N/C	N/C	1/1/2023	12/31/2023	87.15	5.00%	N/A
	253.11	N/C	N/C	1/1/2024	12/31/2024	91.51	5.00%	N/A
	265.78	N/C	N/C	1/1/2025	12/31/2025	96.09	5.00%	N/A
	279.06	N/C	N/C	1/1/2026	12/31/2026	100.89	5.00%	N/A
	293.00	N/C	N/C	1/1/2027	12/31/2027	105.93	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: **AESCO** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Project No. 2022-0309 Contract No. TBD Participation Amount: \$ 250,000.00 Date: March 7, 2022

For Combined Rate		Fringe Benefit % + General & Administrative %	=	151.45%	Home Office ICR%
	42.36%	109.09%			
OR					
For Home Office Rate		Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate		Fringe Benefit % + General & Administrative %	=		Field Office ICR%
FEE %				=	10.0%

BILLING INFORMATION**CALCULATION INFORMATION**

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Roy Ward ** Construction Manager (Building) Non-Exempt	152.13	179.63	207.13	5/1/2022	12/31/2022	55.00	0%	N/A
	159.73	188.61	217.48	1/1/2023	12/31/2023	57.75	5.00%	N/A
	167.73	198.05	228.37	1/1/2024	12/31/2024	60.64	5.00%	N/A
	176.11	207.94	239.78	1/1/2025	12/31/2025	63.67	5.00%	N/A
	184.90	218.33	251.75	1/1/2026	12/31/2026	66.85	5.00%	N/A
	194.14	229.24	264.33	1/1/2027	12/31/2027	70.19	5.00%	N/A
Christopher J. Sobek ** Construction Manager (Building) Non-Exempt	145.21	171.46	197.71	5/1/2022	12/31/2022	52.50	0%	N/A
	152.49	180.05	207.62	1/1/2023	12/31/2023	55.13	5.00%	N/A
	160.12	189.07	218.01	1/1/2024	12/31/2024	57.89	5.00%	N/A
	168.11	198.50	228.89	1/1/2025	12/31/2025	60.78	5.00%	N/A
	176.52	208.43	240.34	1/1/2026	12/31/2026	63.82	5.00%	N/A
	185.35	218.85	252.36	1/1/2027	12/31/2027	67.01	5.00%	N/A
Charles Chapin ** Construction Manager - (Transportation) Non-Exempt	145.21	171.46	197.71	5/1/2022	12/31/2022	52.50	0%	N/A
	152.49	180.05	207.62	1/1/2023	12/31/2023	55.13	5.00%	N/A
	160.12	189.07	218.01	1/1/2024	12/31/2024	57.89	5.00%	N/A
	168.11	198.50	228.89	1/1/2025	12/31/2025	60.78	5.00%	N/A
	176.52	208.43	240.34	1/1/2026	12/31/2026	63.82	5.00%	N/A
	185.35	218.85	252.36	1/1/2027	12/31/2027	67.01	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: **AESCO** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Project No. 2022-0309 Contract No. TBD Participation Amount: \$ 250,000.00 Date: March 7, 2022

For Combined Rate		Fringe Benefit % + General & Administrative %	=	151.45%	Home Office ICR%
	42.36%	109.09%			
OR					
For Home Office Rate		Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate		Fringe Benefit % + General & Administrative %	=	151.45%	Field Office ICR%
			FEE %	=	10.0%

BILLING INFORMATION**CALCULATION INFORMATION**

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Jarrold Martin ** Construction Manager (Building & Non-Exempt)	149.94	177.05	204.15	5/1/2022	12/31/2022	54.21	0%	N/A
	157.44	185.90	214.36	1/1/2023	12/31/2023	56.92	5.00%	N/A
	165.32	195.21	225.09	1/1/2024	12/31/2024	59.77	5.00%	N/A
	173.59	204.97	236.35	1/1/2025	12/31/2025	62.76	5.00%	N/A
	182.28	215.23	248.18	1/1/2026	12/31/2026	65.90	5.00%	N/A
	191.40	226.00	260.60	1/1/2027	12/31/2027	69.20	5.00%	N/A
Jason DiMaggio ** Construction Manager (Bridge, Inf Non-Exempt)	144.38	170.48	196.58	5/1/2022	12/31/2022	52.20	0%	N/A
	151.60	179.01	206.41	1/1/2023	12/31/2023	54.81	5.00%	N/A
	159.18	187.96	216.73	1/1/2024	12/31/2024	57.55	5.00%	N/A
	167.15	197.36	227.58	1/1/2025	12/31/2025	60.43	5.00%	N/A
	175.50	207.22	238.95	1/1/2026	12/31/2026	63.45	5.00%	N/A
	184.27	217.58	250.89	1/1/2027	12/31/2027	66.62	5.00%	N/A
John Morales ** Construction Manager (Transport Non-Exempt)	144.38	170.48	196.58	5/1/2022	12/31/2022	52.20	0%	N/A
	151.60	179.01	206.41	1/1/2023	12/31/2023	54.81	5.00%	N/A
	159.18	187.96	216.73	1/1/2024	12/31/2024	57.55	5.00%	N/A
	167.15	197.36	227.58	1/1/2025	12/31/2025	60.43	5.00%	N/A
	175.50	207.22	238.95	1/1/2026	12/31/2026	63.45	5.00%	N/A
	184.27	217.58	250.89	1/1/2027	12/31/2027	66.62	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: **AESCO** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Project No. 2022-0309 Contract No. TBD Participation Amount: \$ 250,000.00 Date: March 7, 2022

For Combined Rate		Fringe Benefit % + General & Administrative %		=	151.45%	Home Office ICR%
42.36%	109.09%					
OR						
For Home Office Rate		Fringe Benefit % + General & Administrative %		=		Home Office ICR%
For Field Office Rate		Fringe Benefit % + General & Administrative %		=	151.45%	Field Office ICR%
				FEE %	=	10.0%

BILLING INFORMATION**CALCULATION INFORMATION**

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			

Notes:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
SPECIFIC RATE OF COMPENSATION
 (On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant:

AESCO☒ Prime Consultant☐ Subconsultant

Project No.

2022-0309Contract No. TBDDate: 3/7/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (See Attached Sheets for Applicable Charges)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile	\$0.585	
Reprographics, Delivery, Postage/Shipping	TBD	Each	\$0.35	
Permit Fees	TBD	Each	At Cost	
Plan Sheets (Full Size)	TBD	Each	\$5.00	
Vehicle (Company; Rental)	TBD	Day	\$75.00	
Ipad, Computer with Software	TBD	Day	\$15.00	

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
 7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
 8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)
(On Call Construction Material Testing and Inspection Services)**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Kay Alabed Title*: President
Signature: *Kay Alabed* Date of Certification (mm/dd/yyyy): 3/7/2022
Email: Kay.Alabed@AescoTech.com Phone Number: 714-375-3830 x 1105

Address: 17782 Georgetown Lane, Huntington Beach, CA 92648

* An Individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

On-call Construction Management & Inspection Services.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 4

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 5

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Integrated Engineering Management☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantProject No.: TBD Contract No.: TBD Participation Amount: \$ TBDDate: 3/3/2022

	Fringe Benefit %		General & Administrative %		Combined Indirect Cost Rate (ICR) %
For Combined Rate	51.96%	+	86.66%	=	138.62%
			OR		
For Home Office Rate	0.00%	+	0.00%	=	0.00%
For Field Office Rate	0.00%	+	0.00%	=	0.00%
			Fee	=	10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Principal	\$ 301.85	N/A	N/A	1/1/2022	12/31/2022	\$ 115.00		Not Applicable
	\$ 301.85	N/A	N/A	1/1/2023	12/31/2023	\$ 115.00	0.00%	
	\$ 301.85	N/A	N/A	1/1/2024	12/31/2024	\$ 115.00	0.00%	
Project Manager III	\$ 227.05	N/A	N/A	1/1/2022	12/31/2022	\$ 86.50		Not Applicable
	\$ 227.05	N/A	N/A	1/1/2023	12/31/2023	\$ 86.50	0.00%	
	\$ 227.05	N/A	N/A	1/1/2024	12/31/2024	\$ 86.50	0.00%	
Project Manager II	\$ 215.89	N/A	N/A	1/1/2022	12/31/2022	\$ 82.25		Not Applicable
	\$ 215.89	N/A	N/A	1/1/2023	12/31/2023	\$ 82.25	0.00%	
	\$ 215.89	N/A	N/A	1/1/2024	12/31/2024	\$ 82.25	0.00%	
Project Manager I	\$ 206.05	N/A	N/A	1/1/2022	12/31/2022	\$ 78.50		Not Applicable
	\$ 206.05	N/A	N/A	1/1/2023	12/31/2023	\$ 78.50	0.00%	
	\$ 206.05	N/A	N/A	1/1/2024	12/31/2024	\$ 78.50	0.00%	

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 4
EXHIBIT 10-H2 COST PROPOSAL Page 2 of 5SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Construction Manager III/Resident Engineer III	\$	227.05	N/A	N/A	1/1/2022	12/31/2022	\$	86.50		Not Applicable
	\$	227.05	N/A	N/A	1/1/2023	12/31/2023	\$	86.50	0.00%	
	\$	227.05	N/A	N/A	1/1/2024	12/31/2024	\$	86.50	0.00%	
Construction Manager II/Resident Engineer II	\$	215.89	N/A	N/A	1/1/2022	12/31/2022	\$	82.25		Not Applicable
	\$	215.89	N/A	N/A	1/1/2023	12/31/2023	\$	82.25	0.00%	
	\$	215.89	N/A	N/A	1/1/2024	12/31/2024	\$	82.25	0.00%	
Construction Manager I/Resident Engineer I	\$	206.05	N/A	N/A	1/1/2022	12/31/2022	\$	78.50		Not Applicable
	\$	206.05	N/A	N/A	1/1/2023	12/31/2023	\$	78.50	0.00%	
	\$	206.05	N/A	N/A	1/1/2024	12/31/2024	\$	78.50	0.00%	
Project Engineer III	\$	184.39	N/A	N/A	1/1/2022	12/31/2022	\$	70.25		Not Applicable
	\$	184.39	N/A	N/A	1/1/2023	12/31/2023	\$	70.25	0.00%	
	\$	184.39	N/A	N/A	1/1/2024	12/31/2024	\$	70.25	0.00%	
Project Engineer II	\$	178.49	N/A	N/A	1/1/2022	12/31/2022	\$	68.00		Not Applicable
	\$	178.49	N/A	N/A	1/1/2023	12/31/2023	\$	68.00	0.00%	
	\$	178.49	N/A	N/A	1/1/2024	12/31/2024	\$	68.00	0.00%	
Project Engineer I	\$	173.24	N/A	N/A	1/1/2022	12/31/2022	\$	66.00		Not Applicable
	\$	173.24	N/A	N/A	1/1/2023	12/31/2023	\$	66.00	0.00%	
	\$	173.24	N/A	N/A	1/1/2024	12/31/2024	\$	66.00	0.00%	

(Add pages as necessary)

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 4
EXHIBIT 10-H2 COST PROPOSAL Page 3 of 5

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Associate Engineer/Office Engineer	\$	162.74	N/A	N/A	1/1/2022	12/31/2022	\$	62.00		Not Applicable
	\$	162.74	N/A	N/A	1/1/2023	12/31/2023	\$	62.00	0.00%	
	\$	162.74	N/A	N/A	1/1/2024	12/31/2024	\$	62.00	0.00%	
Cost Estimator III/Scheduler III	\$	227.05	N/A	N/A	1/1/2022	12/31/2022	\$	86.50		Not Applicable
	\$	227.05	N/A	N/A	1/1/2023	12/31/2023	\$	86.50	0.00%	
	\$	227.05	N/A	N/A	1/1/2024	12/31/2024	\$	86.50	0.00%	
Cost Estimator II/Scheduler II	\$	215.89	N/A	N/A	1/1/2022	12/31/2022	\$	82.25		Not Applicable
	\$	215.89	N/A	N/A	1/1/2023	12/31/2023	\$	82.25	0.00%	
	\$	215.89	N/A	N/A	1/1/2024	12/31/2024	\$	82.25	0.00%	
Document Control Specialist	\$	124.02	N/A	N/A	1/1/2022	12/31/2022	\$	47.25		Not Applicable
	\$	124.02	N/A	N/A	1/1/2023	12/31/2023	\$	47.25	0.00%	
	\$	124.02	N/A	N/A	1/1/2024	12/31/2024	\$	47.25	0.00%	
	\$	-	N/A	N/A	1/1/2022	12/31/2022				Not Applicable
	\$	-	N/A	N/A	1/1/2023	12/31/2023			0.00%	
	\$	-	N/A	N/A	1/1/2024	12/31/2024			0.00%	
	\$	-	N/A	N/A	1/1/2022	12/31/2022				Not Applicable
	\$	-	N/A	N/A	1/1/2023	12/31/2023			0.00%	
	\$	-	N/A	N/A	1/1/2024	12/31/2024			0.00%	

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 4 of 5

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Integrated Engineering Management ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. TBD Contract No. TBD

Date 3/3/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	-
Postage/Delivery			\$	-
Reproduction/Materials			\$	-
Travel (Airfare, Hotel, Rental Car)			\$	-
Public Outreach Exhibits			\$	-
Record Research			\$	-
Miscellaneous			\$	-
Subconsultant 1:			\$	-
Subconsultant 2:			\$	-
Subconsultant 3:			\$	-
Subconsultant 4:			\$	-
Subconsultant 5:			\$	-

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 5 of 4

EXHIBIT 10-H2 COST PROPOSAL Page 5 of 5

Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Behjat Zanjani Title *: President
Signature:  Date of Certification (mm/dd/yyyy): 3/3/2022
Email: bzanjani@iemcm.com Phone Number: (310) 221-0749
Address: 302 W. 5th Street, Suite 207, San Pedro, CA 90731

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

CM support services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Padilla & Associates, Inc.☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. RFQ ON-CALL ENGINEER... Contract No. Participation Amount \$ 0.00 Date 03/03/2022

For Combined Rate	Fringe Benefit % + General & Administrative %	= 129.34%	Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	= 136.14%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	= 120.64%	Field Office ICR%

	Fee	= 10%	%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Larry Ginid, Project Manager	\$106.75	N/A	N/A	1/1/2022	12/31/2022	\$42.32	3.0%	
	\$109.96	N/A	N/A	1/1/2023	12/31/2023	\$43.59	3.0%	
	\$113.26	N/A	N/A	1/1/2024	12/31/2024	\$44.89	3.0%	
Michael Phu, Project Manager	\$109.99	N/A	N/A	1/1/2022	12/31/2022	\$43.60	3.0%	
	\$113.29	N/A	N/A	1/1/2023	12/31/2023	\$44.91	3.0%	
	\$116.69	N/A	N/A	1/1/2024	12/31/2024	\$46.26	3.0%	
Lauren Jaquith, Technical Advisor	\$176.59	N/A	N/A	1/1/2022	12/31/2022	\$70.00	3.0%	
	\$181.89	N/A	N/A	1/1/2023	12/31/2023	\$72.10	3.0%	
	\$187.35	N/A	N/A	1/1/2024	12/31/2024	\$74.26	3.0%	
Compliance Deputy	\$83.25	N/A	N/A	1/1/2022	12/31/2022	\$31.94 Average	3.0%	\$30.87 to \$33.00
	\$85.75	N/A	N/A	1/1/2023	12/31/2023	\$32.89 Average	3.0%	\$31.80 to \$33.99
	\$88.32	N/A	N/A	1/1/2024	12/31/2024	\$33.88 Average	3.0%	\$32.75 to \$35.01
	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Padilla & Associates, Inc. ☐ Prime Consultant ☒ Subconsultant

Project No. RFQ ON-CALL ENGINEER... Contract No. _____ Date 03/03/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		Mile	\$ 0.59	\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1: Padilla & Associates, Inc.				\$ 0.00
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Patricia K. Padilla Title*: Owner / Principal
Signature: Patricia K. Padilla Date of Certification (mm/dd/yyyy): 03/03/2022
Email: ppadilla@padillainc.com Phone Number: (714) 568-0363
Address: 211 E. City Place Drive, Santa Ana, CA 92705

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Labor Compliance Monitoring Services / On-Call

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: AESCO Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 151.45 % OR

Home Office Rate 151.45 % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 250,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 8.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☒ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Kay Alabed

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 03/07/2022

Email**: Kay.Alabed@aescotech.com

Phone Number**: 714-375-3830 X 1105

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Integrated Engineering Management, dba IEM

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 138.62 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2019 - 12/31/2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)


All A&E Contract Information:

- Total participation amount \$ 1,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 22.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☒ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Behjat Zanjani

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 03/03/2022

Email**: bzanjani@iemcm.com

Phone Number**: (310) 221-0749

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations



Orange County

17782 Georgetown Lane
Huntington Beach, California 92647
Tele: (714) 375-3830
Fax: (714) 375-3831

San Bernardino County

14163 Arrow Boulevard
Fontana, California 92335
Tele: (909) 284-9200
Fax: (909) 284-9201

March 15, 2022

City Clerk's Office, 2nd Floor
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

**Subject: Fee Schedule
Statement of Qualifications
On-Call Engineering Services
Service Category-Construction Material Testing and Inspection
City of Huntington Beach
AESCO Proposal No. P7149**

Dear Sirs/Madams:

AESCO is pleased to provide our Fee Schedule for the above-referenced project.

If you need further assistance regarding this matter, please give feel free to call either myself or Ms. Debra Perez. We look forward to hearing from you.


Very truly yours,
AESCO, Inc.


Adam Chamaa, MSCE, P.E., G.E.
Engineering Manager


Debra Perez
Project Manager

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Huntington Beach 2. Contract DBE Goal: 0%
 3. Project Description: On-Call Engineering Services - Category-Construction Material Testing and Inspection
 4. Project Location: Huntington Beach, CA
 5. Consultant's Name: AESCO 6. Prime Certified DBE: ☒

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Construction Material and Inspection	35370	Kay Alabed, kay.alabed@aescotech.com 714-375-3830	100.00
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		11. TOTAL CLAIMED DBE PARTICIPATION % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  03/01/2022 12. Preparer's Signature Kay Alabed 13. Date 714-375-3830 14. Preparer's Name President 15. Phone 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: AESCO ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Huntington Beach On-Call Engineering Services Contract No. TBD Participation Amount: TBD Date: March 11, 2022

For Combined Rate			
Fringe Benefit % + General & Administrative %	=	151.45%	Home Office ICR%
42.36% + 109.09%			
OR			
For Home Office Rate			
Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate			
Fringe Benefit % + General & Administrative %	=		Field Office ICR%
FEE %		=	10.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Adam Chamaa, PE, GE* SeniorProject Manager Exempt	221.28	N/C	N/C	5/1/2022	12/31/2022	80.00	0%	N/A
	232.34	N/C	N/C	1/1/2023	12/31/2023	84.00	5.00%	N/A
	243.96	N/C	N/C	1/1/2024	12/31/2024	88.20	5.00%	N/A
	256.15	N/C	N/C	1/1/2025	12/31/2025	92.61	5.00%	N/A
	268.96	N/C	N/C	1/1/2026	12/31/2026	97.24	5.00%	N/A
	282.40	N/C	N/C	1/1/2027	12/31/2027	102.10	5.00%	N/A
Russell J. Scharlin, PE, GE* QualityControl Director Exempt	193.62	N/C	N/C	5/1/2022	12/31/2022	70.00	0%	N/A
	203.30	N/C	N/C	1/1/2023	12/31/2023	73.50	5.00%	N/A
	213.48	N/C	N/C	1/1/2024	12/31/2024	77.18	5.00%	N/A
	224.15	N/C	N/C	1/1/2025	12/31/2025	81.04	5.00%	N/A
	235.35	N/C	N/C	1/1/2026	12/31/2026	85.09	5.00%	N/A
	247.11	N/C	N/C	1/1/2027	12/31/2027	89.34	5.00%	N/A
David J. Ryan, PE* ProjectEngineer Exempt	146.60	N/C	N/C	5/1/2022	12/31/2022	53.00	0%	N/A
	153.93	N/C	N/C	1/1/2023	12/31/2023	55.65	5.00%	N/A
	161.61	N/C	N/C	1/1/2024	12/31/2024	58.43	5.00%	N/A
	169.69	N/C	N/C	1/1/2025	12/31/2025	61.35	5.00%	N/A
	178.18	N/C	N/C	1/1/2026	12/31/2026	64.42	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: **AESCO** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Huntington Beach On-Call Engineering Services Contract No. TBD Participation Amount: TBD Date: March 11, 2022

For Combined Rate			
Fringe Benefit % + General & Administrative %	=	151.45%	Home Office ICR%
42.36% + 109.09%			
OR			
For Home Office Rate			
Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate			
Fringe Benefit % + General & Administrative %	=		Field Office ICR%
FEE %		=	10.0%

BILLING INFORMATION**CALCULATION INFORMATION**

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
	187.09	N/C	N/C	1/1/2027	12/31/2027	67.64	5.00%	N/A
Omar Chamaa, EIT * Inspection Manager Exempt	159.57	N/C	N/C	5/1/2022	12/31/2022	57.69	0%	N/A
	167.53	N/C	N/C	1/1/2023	12/31/2023	60.57	5.00%	N/A
	175.91	N/C	N/C	1/1/2024	12/31/2024	63.60	5.00%	N/A
	184.71	N/C	N/C	1/1/2025	12/31/2025	66.78	5.00%	N/A
	193.95	N/C	N/C	1/1/2026	12/31/2026	70.12	5.00%	N/A
	203.66	N/C	N/C	1/1/2027	12/31/2027	73.63	5.00%	N/A
Debra Perez * Project Manager Exempt	192.65	N/C	N/C	5/1/2022	12/31/2022	69.65	0%	N/A
	202.27	N/C	N/C	1/1/2023	12/31/2023	73.13	5.00%	N/A
	212.40	N/C	N/C	1/1/2024	12/31/2024	76.79	5.00%	N/A
	223.02	N/C	N/C	1/1/2025	12/31/2025	80.63	5.00%	N/A
	234.17	N/C	N/C	1/1/2026	12/31/2026	84.66	5.00%	N/A
	245.87	N/C	N/C	1/1/2027	12/31/2027	88.89	5.00%	N/A
Kay Alabed * Quality Control Coordinator Exempt	229.57	N/C	N/C	5/1/2022	12/31/2022	83.00	0%	N/A
	241.05	N/C	N/C	1/1/2023	12/31/2023	87.15	5.00%	N/A
	253.11	N/C	N/C	1/1/2024	12/31/2024	91.51	5.00%	N/A
	265.78	N/C	N/C	1/1/2025	12/31/2025	96.09	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: AESCO ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Huntington Beach On-Call Engineering Services Contract No. TBD Participation Amount: TBD Date: March 11, 2022

For Combined Rate			
Fringe Benefit % + General & Administrative %	=	151.45%	Home Office ICR%
42.36% + 109.09%			
OR			
For Home Office Rate			
Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate			
Fringe Benefit % + General & Administrative %	=		Field Office ICR%
FEE % = 10.0%			

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Steve Crumb * Laboratory Manager Exempt	279.06	N/C	N/C	1/1/2026	12/31/2026	100.89	5.00%	N/A
	293.00	N/C	N/C	1/1/2027	12/31/2027	105.93	5.00%	N/A
	119.90	N/C	N/C	5/1/2022	12/31/2022	43.35	0%	N/A
	125.91	N/C	N/C	1/1/2023	12/31/2023	45.52	5.00%	N/A
	132.21	N/C	N/C	1/1/2024	12/31/2024	47.80	5.00%	N/A
	138.82	N/C	N/C	1/1/2025	12/31/2025	50.19	5.00%	N/A
	145.77	N/C	N/C	1/1/2026	12/31/2026	52.70	5.00%	N/A
Giovanni Mikhail Inspector ** Inspector Non-Exempt	153.07	N/C	N/C	1/1/2027	12/31/2027	55.34	5.00%	N/A
	144.38	83.52	109.62	5/1/2022	12/31/2022	52.20	0%	N/A
	151.60	87.70	115.10	1/1/2023	12/31/2023	54.81	5.00%	N/A
	159.18	92.08	120.86	1/1/2024	12/31/2024	57.55	5.00%	N/A
	167.15	96.69	126.90	1/1/2025	12/31/2025	60.43	5.00%	N/A
	175.50	101.52	133.25	1/1/2026	12/31/2026	63.45	5.00%	N/A
Christopher J. Sobek ** Inspector Non-Exempt	184.27	106.59	139.90	1/1/2027	12/31/2027	66.62	5.00%	N/A
	145.21	84.00	110.25	5/1/2022	12/31/2022	52.50	0%	N/A
	152.49	88.21	115.77	1/1/2023	12/31/2023	55.13	5.00%	N/A
	160.12	92.62	121.57	1/1/2024	12/31/2024	57.89	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: AESCO ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Huntington Beach On-Call Engineering Services Contract No. TBD Participation Amount: TBD Date: March 11, 2022

For Combined Rate			
Fringe Benefit % + General & Administrative %	=	151.45%	Home Office ICR%
42.36% + 109.09%			
OR			
For Home Office Rate			
Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate			
Fringe Benefit % + General & Administrative %	=		Field Office ICR%
FEE % = 10.0%			

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
	168.11	97.25	127.64	1/1/2025	12/31/2025	60.78	5.00%	N/A
	176.52	102.11	134.02	1/1/2026	12/31/2026	63.82	5.00%	N/A
	185.35	107.22	140.72	1/1/2027	12/31/2027	67.01	5.00%	N/A
Michael Kopenski **	145.21	84.00	110.25	5/1/2022	12/31/2022	52.50	0%	N/A
Inspector	152.49	88.21	115.77	1/1/2023	12/31/2023	55.13	5.00%	N/A
Non-Exempt	160.12	92.62	121.57	1/1/2024	12/31/2024	57.89	5.00%	N/A
	168.11	97.25	127.64	1/1/2025	12/31/2025	60.78	5.00%	N/A
	176.52	102.11	134.02	1/1/2026	12/31/2026	63.82	5.00%	N/A
	185.35	107.22	140.72	1/1/2027	12/31/2027	67.01	5.00%	N/A
Jarrod Martin **	149.94	86.74	113.84	5/1/2022	12/31/2022	54.21	0%	N/A
Inspector	157.44	91.07	119.53	1/1/2023	12/31/2023	56.92	5.00%	N/A
Non-Exempt	165.32	95.63	125.52	1/1/2024	12/31/2024	59.77	5.00%	N/A
	173.59	100.42	131.80	1/1/2025	12/31/2025	62.76	5.00%	N/A
	182.28	105.44	138.39	1/1/2026	12/31/2026	65.90	5.00%	N/A
	191.40	110.72	145.32	1/1/2027	12/31/2027	69.20	5.00%	N/A
Darryl Faulstick **	144.38	83.52	109.62	5/1/2022	12/31/2022	52.20	0%	N/A
Inspector	151.60	87.70	115.10	1/1/2023	12/31/2023	54.81	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: AESCO ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Huntington Beach On-Call Engineering Services Contract No. TBD Participation Amount: TBD Date: March 11, 2022

For Combined Rate			
Fringe Benefit % + General & Administrative %	=	151.45%	Home Office ICR%
42.36% + 109.09%			
OR			
For Home Office Rate			
Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate			
Fringe Benefit % + General & Administrative %	=		Field Office ICR%
FEE %		=	10.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Non-Exempt	159.18	92.08	120.86	1/1/2024	12/31/2024	57.55	5.00%	N/A
	167.15	96.69	126.90	1/1/2025	12/31/2025	60.43	5.00%	N/A
	175.50	101.52	133.25	1/1/2026	12/31/2026	63.45	5.00%	N/A
	184.27	106.59	139.90	1/1/2027	12/31/2027	66.62	5.00%	N/A
Ben P. Graubard ** Inspector Non-Exempt	152.71	88.34	115.94	5/1/2022	12/31/2022	55.21	0%	N/A
	160.34	92.75	121.74	1/1/2023	12/31/2023	57.97	5.00%	N/A
	168.36	97.39	127.83	1/1/2024	12/31/2024	60.87	5.00%	N/A
	176.77	102.26	134.21	1/1/2025	12/31/2025	63.91	5.00%	N/A
	185.62	107.38	140.93	1/1/2026	12/31/2026	67.11	5.00%	N/A
	194.92	112.75	147.99	1/1/2027	12/31/2027	70.47	5.00%	N/A
Greg Astran ** Inspector Non-Exempt	144.38	83.52	109.62	5/1/2022	12/31/2022	52.20	0%	N/A
	151.60	87.70	115.10	1/1/2023	12/31/2023	54.81	5.00%	N/A
	159.18	92.08	120.86	1/1/2024	12/31/2024	57.55	5.00%	N/A
	167.15	96.69	126.90	1/1/2025	12/31/2025	60.43	5.00%	N/A
	175.50	101.52	133.25	1/1/2026	12/31/2026	63.45	5.00%	N/A
	184.27	106.59	139.90	1/1/2027	12/31/2027	66.62	5.00%	N/A
Tariq Abdullah *	82.43	N/C	N/C	5/1/2022	12/31/2022	29.80	0%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: AESCO ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Huntington Beach On-Call Engineering Services Contract No. TBD Participation Amount: TBD Date: March 11, 2022

For Combined Rate			
Fringe Benefit % + General & Administrative %	=	151.45%	Home Office ICR%
42.36% + 109.09%			
OR			
For Home Office Rate			
Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate			
Fringe Benefit % + General & Administrative %	=		Field Office ICR%
FEE % = 10.0%			

BILLING INFORMATION**CALCULATION INFORMATION**

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Laboratory Technician Exempt	86.55	N/C	N/C	1/1/2023	12/31/2023	31.29	5.00%	N/A
	90.86	N/C	N/C	1/1/2024	12/31/2024	32.85	5.00%	N/A
	95.40	N/C	N/C	1/1/2025	12/31/2025	34.49	5.00%	N/A
	100.16	N/C	N/C	1/1/2026	12/31/2026	36.21	5.00%	N/A
	105.16	N/C	N/C	1/1/2027	12/31/2027	38.02	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant: AESCO ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Huntington Beach On-Call Engineering Services Contract No. TBD Participation Amount: TBD Date: March 11, 2022

For Combined Rate		Fringe Benefit % + General & Administrative %	=	151.45%	Home Office ICR%
		42.36% + 109.09%			
OR					
For Home Office Rate		Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate		Fringe Benefit % + General & Administrative %	=		Field Office ICR%
FEE %				=	10.0%

BILLING INFORMATION**CALCULATION INFORMATION**

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			

Notes:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
SPECIFIC RATE OF COMPENSATION
 (On Call Construction Material Testing and Inspection Services)

Consultant or Subconsultant:

AESCO☒ Prime Consultant☐ Subconsultant

Project No.

City of Huntington Beach On-Call
Engineering ServicesContract No. TBDDate: 3/11/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (See Attached Sheets for Applicable Charges)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile	\$0.585	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Permit Fees				At Cost
Plan Sheets				At Cost
Testing				At Cost
Vehicle (Company; Rental)				At Cost
Additional Material Testing Costs			Refer to next pages for complete list	

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.



(On Call Construction Material Testing and Inspection Services)
City of Huntington Beach On-Call Engineering Services
AESCO Fees for Material Testing as ODC

Code	Item	\$/Unit	Unit
G200	Soil Boring with Hollow Stem Auger Drilling Portal to Portal	\$ 415.00	Hour
G201	Backfill Boreholes with Bentonite	\$ 26.00	Foot
G202	Backfill Boreholes with Grout	\$ 37.00	Foot
G203	Drumming and Disposal of Clean Cuttings	\$ 410.00	Drum
G204	Fire Water Buffalo	\$ 578.00	Day
G205	Support Truck	\$ 158.00	Day
G206	Water Truck	\$ 473.00	Day
G207	Mobilization and Demobilization for Rock coring	\$ 1,208.00	Each
G208	Rock Coring	\$ 478.00	Hour
G209	Decontamination of Vehicle and Equipment (Up to 100 miles)	\$ 315.00	Each
G210	Field Resistivity, up to 3 arrays, maximum distance of 40 ft.	\$ 1,890.00	Each
G211	Environmental Soil Boring with Hollow Stem Auger Portal to Portal	\$ 446.00	Hour
G212	Environmental Soil Boring with Direct Push Portal to Portal	\$ 399.00	Hour
G213	Environmental Groundwater Sampling with Grundfos, Portal to Portal	\$ 289.00	Hour
G214	Environmental Analysis of soil for waste classification		Quote/Sample
G215	Environmental Analysis of liquid for waste classification		Quote/Sample
G216	Ground Resistance Tester (Four Point Method), plus travel	\$ 1,700.00	Each
G217	Potholing, two-man crew	\$ 600.00	Hour
D250	Review of Concrete Mix Design	\$ 168.00	Each
D251	Review of Grout Mix Design	\$ 168.00	Each
D252	Review of Mortar Mix Design	\$ 168.00	Each
D253	Review of Asphalt Mix Design	\$ 210.00	Each
	All hold samples are charged at the same rate as the testing rate		
U303	Technician for Specimen pick up, minimum 2 hours	\$ 110.00	Hour
U304	Vehicle (Up to 100 miles)	\$ 75.00	Trip
E350	Brass Mold	\$ 21.00	Each
E351	Concrete Air Meter	\$ 53.00	Day
E352	Concrete Unit Weight (Scale, Bucket, Rod and Mallet)	\$ 32.00	Day
E353	Field Vehicle Usage (Up to 100 miles)	\$ 74.00	Trip
E354	Concrete/Asphalt Coring Equipment rental (min 4 hrs and 8 hrs after)	\$ 200.00	Hour
E355	Fireproofing Adhesion/Cohesion	\$ 21.00	Test
E356	Hand Auger Equipment	\$ 131.00	Day
E357	Level D Personal Protective Equipment (PPE), per person	\$ 42.00	Day
E358	Liquid Penetrating Consumables	\$ 32.00	Day
E359	Magnetic Particle Equipment and Consumables	\$ 42.00	Day
E360	Ultrasonic Equipment and Consumables	\$ 68.00	Day
E361	Nuclear Density Gauge Usage	\$ 19.00	Hour
E362	Compaction Test, per location	\$ 21.00	Test
E363	Portable Concrete Laboratory-not including Technicians	\$ -	Quote/Day
E364	Pachometer (Rebar Locator)	\$ 58.00	Day
E365	Environmental PID Usage	\$ 200.00	Day
E366	Pull Test Equipment	\$ 74.00	Day
E367	Sand Cone Test Kit (Scale, Burner, Sand Cone Apparatus)	\$ 179.00	Day
E368	Schmidt Hammer	\$ 53.00	Day
E369	Torque Wrench, Small	\$ 21.00	Day
E370	Torque Wrench, Large	\$ 37.00	Day
E371	Torque Multiplier (Skidmore)	\$ 95.00	Day
E372	Miscellaneous Equipment Charge	\$ -	Quote Each
E373	Vapor Emission Kit	\$ 58.00	Each
E374	Field Resistivity Meter	\$ 236.00	Day
E375	Water Level Meter	\$ 79.00	Day
E376	Environmental pH/Turbidity/Conductivity/Temp Meter	\$ 110.00	Day
E377	Environmental FID Usage	\$ 110.00	Day
E378	Environmental groundwater sampling pump	\$ 215.00	Day



(On Call Construction Material Testing and Inspection Services)
City of Huntington Beach On-Call Engineering Services
AESCO Fees for Material Testing as ODC

Code	Item	\$/Unit	Unit
E379	XRF Lead Analyzer	\$ 131.00	Day
E380	Relative Humidity	\$ 74.00	Day
C400	6" x 12" Cylinder: Compression Strength (ASTM C39)	\$ 37.00	Test
C401	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293, or CTM 523)	\$ 84.00	Test
C402	Cylinders: Splitting Tensile Strength (ASTM C496)	\$ 84.00	Test
C403	Core Compression including Trimming (ASTM C39)	\$ 53.00	Test
C404	Coring of Test Panels in Lab	\$ 26.00	Each
C405	Diamond Sawing of Cores or Cylinders (ASTM C642)	\$ 26.00	Test
C406	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	\$ 315.00	Test
C407	Modulus of Elasticity Static Test (ASTM C469)	\$ 131.00	Test
C408	Unit Weight Including Lightweight Concrete	\$ 68.00	Test
C409	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	\$ 394.00	Test
C410	Additional Reading	\$ 47.00	Set of 3 Bars
C411	Storage Over Ninety (90) Days	\$ 37.00	Set of 3 Bars/Month
C435	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	\$ 840.00	Test
C436	Compression Test (ASTM C495 and C472)	\$ 47.00	Test
C437	Air Dry Density (ASTM C472)	\$ 37.00	Test
C438	Oven Dry Density (ASTM C495)	\$ 63.00	Test
C439	Sample Trimming in the lab, up 6" diameter	\$ 21.00	Test
C412	Compression (3 Required Per ASTM)	\$ 63.00	Each
C413	Absorption/Moisture Content/Oven Dry Density (3 Required per ASTM)	\$ 95.00	Each
C414	Linear/Volumetric Shrinkage (ASTM C426)	\$ 105.00	Test
C415	Web and Face Shell Measurements	\$ 47.00	Test
C416	Tension Test	\$ 179.00	Test
C417	Core Compression	\$ 58.00	Test
C418	Shear Test of Masonry Cores: 2 Faces	\$ 95.00	Test
C419	Efflorescence Test (3 Required), each	\$ 58.00	Test
L450	All trial batch for cement, concrete, grout, mortar, etc		Quote Each
M500	Modulus of Rupture: Flexural (5 Required Per ASTM), each	\$ 58.00	Test
M501	Compression Strength (3 Required Per ASTM), each	\$ 53.00	Test
M502	Absorption: 5 Hour or 24 Hour (5 Required), each	\$ 53.00	Test
M503	Absorption (Boil): 1, 2, or 5 Hours (5 Required), each	\$ 84.00	Test
M504	Initial Rate of Absorption (5 Required), each	\$ 42.00	Test
M505	Efflorescence (5 Required), each	\$ 89.00	Test
M506	Core: Compression, each	\$ 74.00	Test
M507	Shear Test on Brick Core: 2 Faces, each	\$ 95.00	Test
M508	Compression Test: Composite Masonry Prisms Up To 8" x 16"	210	Test
M509	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	305	Test
M510	Masonry: Cutting of Cubes or Prisms	74	Test
M511	Compression: 2" x 4" Mortar Cylinders	47	Test
M512	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming	63	Test
M513	Compression: 2" Cubes (ASTM C109)	63	Test
M514	Compression: Cores (ASTM C42)	63	Test
M515	Mortar Expansion (ASTM C806)	315	Test
F550	Oven Dry Density	79	Test
F551	Adhesion/Cohesions Testing, per hour, 4 hour minimum	126	Test
C420	Core Compression Including Trimming (ASTM C42)	63	Test
C421	Compression 6" x 12" Cylinders	37	Test
C422	Compression: Cubes	42	Test
S600	Atterberg Limits/Plasticity Index (ASTM D4318)	\$ 147.00	Test
S601	Chloride and Sulfate Content (CTM 417, CTM 422)	\$ 152.00	Test
S602	Consolidation, Full Cycle (ASTM 2435, CTM 219)	\$ 289.00	Test
S603	Cleaness Value: 1" x #4 (CTM 227)	\$ 194.00	Test



(On Call Construction Material Testing and Inspection Services)
City of Huntington Beach On-Call Engineering Services
AESCO Fees for Material Testing as ODC

Code	Item	\$/Unit	Unit
S604	Cleanness Value: 2.5" x 1.5" or 1.5" x .75" (CTM 227)	\$ 310.00	Test
S605	Corrosivity Series: Sulfate, Cl, pH (CTM 643 and 417)	\$ 210.00	Test
S606	Lab Resistivity	\$ 131.00	Test
S607	Direct Shear Test (ASTM D3080)	\$ 268.00	Test
S608	Direct Shear Test, per point	\$ 116.00	Test
S609	Direct Shear Test Sample Remolding (ASTM D3080)	\$ 47.00	Test
S610	Durability Index Fine Aggregate	\$ 168.00	Test
S611	Expansion Index (ASTM D4829, UBC 18-2)	\$ 163.00	Test
S612	Durability Index: Coarse Aggregate	\$ 168.00	Test
S613	Maximum Density: Methods A/B/C (ASTM D1557 or D698, CTM 216)	\$ 194.00	Test
S614	Maximum Density: Check Point abrasion (ASTM D1557)	\$ 79.00	Test
S615	Maximum Density: AASHTO C (Modified) (AASHTO T-180)	\$ 210.00	Test
S616	Moisture Density Rock Correction	\$ 168.00	Test
S617	Moisture Content (ASTM D2216, CTM 226)	\$ 26.00	Test
S618	Density: Ring Sample (ASTM D2937)	\$ 32.00	Test
S619	Density: Shelby Tube Sample (ASTM D2937)	\$ 58.00	Test
S620	Organic Impurities (ASTM C40)	\$ 100.00	Test
S621	Falling Head Permeability (ASTM D2434)	\$ 263.00	Test
S622	R-Value: Soil (ASTM 2844)	\$ 373.00	Test
S623	R-Value: Aggregate Base (ASTM D2844)	\$ 373.00	Test
S624	Sand Equivalent (ASTM D2419, CTM 217)	\$ 137.00	Test
S625	Soil Classification (ASTM D2487)	\$ 37.00	Test
S626	Sieve #200 Wash Only (ASTM D1140)	\$ 100.00	Test
S627	Sieve with Hydrometer: Sand to Clay (ASTM D422)	\$ 305.00	Test
S628	Sieve Analysis including Wash (ASTM C136)	\$ 179.00	Test
S629	Sieve Analysis Without Wash	\$ 126.00	Test
S630	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 202)	\$ 100.00	Test
S631	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$ 168.00	Test
S632	Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$ 173.00	Test
S633	Unit Weight Coarse Aggregate	\$ 84.00	Test
S634	Unit Weight Fine Aggregate	\$ 84.00	Test
S635	Voids in Aggregate (ASTM C29)	\$ 95.00	Test
S636	Unconfined Compression (ASTM D2166, CTM 221)	\$ 105.00	Test
S637	LA Rattler	\$ 205.00	Test
S638	pH of soil	\$ 26.00	Test
S639	Pocket Penetration Test	\$ 11.00	Test
A650	Asphalt Core Density	\$ 63.00	Test
A651	Extraction % AC by Ignition Oven (CTM 382)	\$ 184.00	Test
A652	Gradation on Extracted Asph (ASTM D6507 and D5444, CTM 202, and CTM 382)	\$ 105.00	Test
A653	Moisture Content (CTM 370)	\$ 79.00	Test
A654	Maximum Theoretical Specific Gravity (RICE) (ASTM D2041, CTM 309)	\$ 168.00	Test
A655	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	\$ 95.00	Test
A656	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$ 168.00	Test
A657	Sieve Analysis (ASTM D5444 and C136)	\$ 100.00	Test
A658	Sieve Analysis with Wash (ASTM D5444)	\$ 147.00	Test
A659	Sand Equivalent (ASTM D2419)	\$ 142.00	Test
A660	5 pt LTMD Bulk Specific Gravity (CTM 308, CTM 375)	\$ 299.00	Test
A661	Flat and Elongated Particles (ASTM D4791)	\$ 221.00	Test
A662	Fine Aggregate Angularity (AASHTO T304 A)	\$ 205.00	Test
A663	Maximum Density HVEEM (ASTM D1560)	\$ 221.00	Test
A664	Maximum Density Marshall (ASTM D1559 and D561)	\$ 221.00	Test
A665	Mix Stability (CTM 304)	\$ 221.00	Test
A668	Wet track Abrasion Loss (ASTM D3910), each	\$ 184.00	Test
A669	Extraction % of Emulsion (ASTM D6307)	\$ 163.00	Test



(On Call Construction Material Testing and Inspection Services)
City of Huntington Beach On-Call Engineering Services
AESCO Fees for Material Testing as ODC

Code	Item	\$/Unit	Unit
A670	Slurry seal field consistency test (ASTM D3910)	\$ 89.00	Test
R700	Bend Test: #11 or Smaller	\$ 68.00	Test
R701	Bend Test: Larger Than # 11	\$ 100.00	Test
R702	Tensile Test: # 11 or Smaller	\$ 89.00	Test
R703	Tensile Test: # 14	\$ 121.00	Test
R704	Tensile Test: # 18	\$ 300.00	Test
R705	Slippage Test In Addition to Tensile Test (Per Caltrans 52-1.08C)	\$ 350.00	Test
R706	Tensile Test: Mechanical Splice # 11 and Smaller	\$ 130.00	Test
R707	Tensile Test: Mechanical Splice # 14	\$ 180.00	Test
R708	Tensile Test: Mechanical Splice # 18	\$ 350.00	Test
R709	Tensile Test: Welded # 11 and Smaller	\$ 90.00	Test
R710	Tensile Test: Welded # 14	\$ 130.00	Test
R711	Tensile Test: Welded # 18	\$ 300.00	Test
R712	Sample Straightening for Bend or Tensile Test (if required)	\$ 65.00	Test
R713	Testing Multi-Wire Steel Prestressing Strand	\$ 350.00	Test
R714	Tensile Test: T-Head #11 and Smaller	\$ 160.00	Test
R715	Tensile Test: T-Head #14	\$ 210.00	Test
R716	Tensile Test: T-Head #18	\$ 300.00	Test
R717	Tensile Test: Welded Hoops # 11 and Smaller	\$ 130.00	Test
R718	Tensile Test: Welded Hoops # 14	\$ 180.00	Test
R714	Hardness Test (Rockwell) and Brinell (ASTM E18)	\$ 79.00	Test
R715	Hardness Test of Nuts	\$ 89.00	Test
R716	Hardness Test of Bolts	\$ 105.00	Test
R717	Hardness Test of Washers	\$ 89.00	Test
C423	Equipment Concrete (4 and 8 hour minimum)	\$ 210.00	Hour
	Individual Core Prices (all prices are for a four core minimum job):	\$ -	
C424	Slab on Grade Coring for 2", 3" and 4" Diameter (first 6" depth) each	\$ 74.00	Test
C425	Slab on Grade Coring for 6" and 8" Diameter (first 6" depth) each	\$ 79.00	Test
C426	Slab on Grade Concrete Core (price per inch after 6" depth)	\$ 11.00	Test
C427	Wall Cores 2", 3" and 4" (first 6" in depth) each	\$ 89.00	Test
C428	Wall Concrete Core (price per inch after 6" in depth), per inch (Wall core prices based on Contractor supplying access to area to be cored)	\$ 11.00	Inch
	Miscellaneous Concrete Coring Prices:	\$ -	
C429	Patching Slab on Grade Cored Holes with 2500 psi Concrete Patch, each	\$ 21.00	Test
C430	Thickness Determination per ASTM C42, each	\$ 21.00	Test
C431	Compression Strength Determination	\$ 68.00	Test
	Alternate Individual Core Prices (all prices are for a four core minimum job):		
A661	Asphaltic Concrete Cores 2", 3" and 4" Diameter (First 6" in depth), each	\$ 74.00	Test
A662	Asphaltic Concrete Cores 6" and 8" Diameter (First 6" in depth), each	\$ 74.00	Test
A663	Asphaltic Concrete Cores price per inch after 6" in depth, each	\$ 11.00	Test
	Miscellaneous Asphaltic Coring Prices:		
A664	Patching of Core Drilled Holes Using Cold Patch Material, each	\$ 32.00	Test
A665	Thickness Determination per ASTM C42, each	\$ 37.00	Test
A666	Specific Gravity for Determination of Percent Compaction per ASTM D 2726, each	\$ 47.00	Test
A667	Specific Gravity for Determination of Percent Compaction by Paraffin, each	\$ 68.00	Test
N800	Asbestos Polarized Light Microscopy (PLM) 3-Day Turnaround, each	\$ 21.00	Test
N801	Asbestos Polarized Light Microscopy (PLM) 24-Hour Turnaround, each	\$ 42.00	Test
N802	Asbestos Polarized Light Microscopy (PLM) 8-Hour Turnaround, each	\$ 74.00	Test

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)
(On Call Construction Material Testing and Inspection Services)**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Kay Alabed Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 3/11/2022

Email: Kay.Alabed@AescoTech.com Phone Number: 714-375-3830 x 1105

Address: 17782 Georgetown Lane, Huntington Beach, CA 92648

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

On-call Testing and Inspection Services.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: AESCO Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 151.45 % **OR**

Home Office Rate 151.45 % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 250,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 8.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☒ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Kay Alabed

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 03/07/2022

Email**: Kay.Alabed@aescotech.com

Phone Number**: 714-375-3830 X 1105

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
1/17/2023

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 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 LAURIE BRENNAN HAUCK 112 A Argus Lane #465 Mooresville, NC 28117 0C98533	CONTACT NAME:		
	PHONE (A/C No. Ext.): (714) 965-4701	FAX (A/C No.): 7026296701	
INSURED Aesco, Inc. 17782 Georgetown Lane Huntington Beach, Ca 92647 (714) 375-3830	E-MAIL ADDRESS: brenco@aol.com		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Burlington Insurance Company		
	INSURER B: Trumbull Insurance		
	INSURER C: Houston Casualty Company		
	INSURER D: Sentinel Ins. Co		
	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	X		154BG03392-02	6/24/2022	6/24/2023	EACH OCCURRENCE \$2,000,000.
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.
							MED EXP (Any one person) \$ 5000
							PERSONAL & ADV INJURY \$2,000,000.
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000.
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000.
	OTHER:						\$
B	AUTOMOBILE LIABILITY	X		72UECTQ7770	7/7/2022	7/7/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.
	<input checked="" type="checkbox"/> ANYAUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	72WECKU6780	4/11/2022	4/11/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			HCC 2224916	07/09/2022	07/09/2023	\$2,000,000. Claim/Aggre

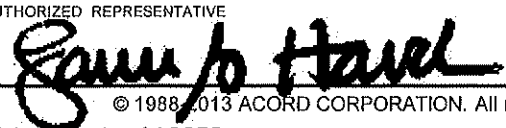
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an additional insured.

APPROVED AS TO FORM

By:

MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER City of Huntington Beach Department of Public Works 2000 Main Street Huntington Beach, Ca 92648	CANCELLATION 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Huntington Beach (See I FG-I-0160, Gen 1) 2000 Main Street Huntington Beach , CA 92648	Any location(s) of your covered operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional Insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional Insured is required by a contract or agreement, the most we will pay on behalf of the additional Insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The City of Huntington Beach (See I FG-I-0160, Gen 1) 2000 Main Street Huntington Beach , CA 92648	Any and all of your completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:	154BG03392-02	ENDORSEMENT #:		GEN#:	1
NAMED INSURED:	Aesco, Inc. dba Aesco Technologies, Inc.	EFFECTIVE DATE:	06/24/2022		
INSURANCE COMPANY:	The Burlington Insurance Company - Non-Admitted				
PRODUCER:	0154 Hull & Company (California), Inc.				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

Additional Insured Name is to read in full:

The city of Huntington Beach, Its Officers, Elected or Appointed Officials, Employees, Agents & Volunteers

Premium for this Endorsement:

\$ 0	No Premium Change
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ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – OTHER INSURANCE
(PRIMARY AND NON-CONTRIBUTORY COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule of Additional Insured(s):

The City of Huntington Beach (See I FG-I-0160, Gen 1)
2000 Main Street
Huntington Beach , CA 92648

- A. Paragraph C. of this endorsement replaces paragraph 4. **Other Insurance of Section IV-Commercial General Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.
- B. Paragraph C. of this endorsement replaces paragraph 4. **Other Insurance of Section IV-Products-Completed Operations Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.

C. Other Insurance

Notwithstanding other valid and collectible insurance available to the insured for a loss we cover under the applicable Coverage Part to which this endorsement is modifying, this insurance is primary and non-contributory.

However, this endorsement:

1. Applies only when you are required by contract, agreement or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, agreement or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy, and
2. Does not apply to any claim, loss or liability due to the sole negligence of the additional insured.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 72 WEC KU6780

Endorsement Number:

Effective Date: 04/11/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: AESCO INC.

17782 GEORGETOWN LN
HUNTINGTON BEAC CA 92647

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

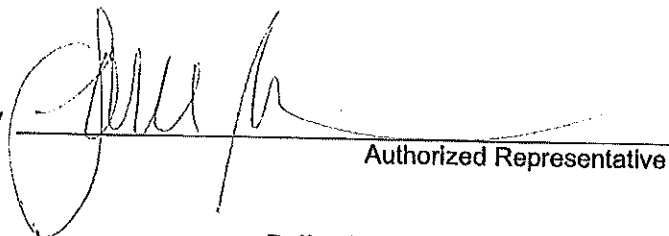
SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.