

AMENDMENT NO. 2 TO AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
AESCO, INC.
FOR
ON CALL MATERIAL TESTING AND ENGINEERING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and AESCO, INC., a California Corporation, hereinafter referred to as "Consultant."

WHEREAS, City and Consultant are parties to that certain agreement, dated November 19, 2018, entitled "Professional Services Contract Between the City of Huntington Beach and AESCO, Inc. for On Call Material Testing and Engineering Services" which agreement shall hereinafter be referred to as the "Original Agreement"; and

City and Consultant wish to amend the Original Agreement to extend the term,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. TERM

The term of the Agreement is extended for one additional year until November 18, 2022.

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

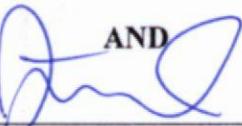
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on November 18th, 2021.

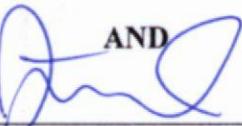
AESCO, INC.

By: 
Kay Alabed, President

print name

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


AND

By: 
Adam Chamaa, Chief Financial Officer

print name

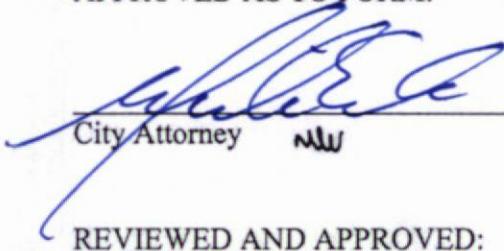
ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

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

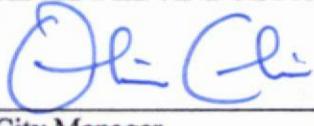
INITIATED AND APPROVED:


Director of Public Works

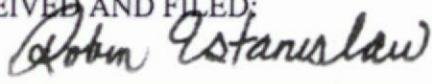
APPROVED AS TO FORM:


City Attorney 

REVIEWED AND APPROVED:


City Manager

RECEIVED AND FILED:


City Clerk

11/18/21 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 (AM/No Ext) (714) 965-4701 FAX (AM/No Ext) 7026296701 EMAIL ADDRESS brenco@aol.com
		INSURER(S) AFFORING COVERAGE INSURER A: Trumbull Insurance INSURER B: Burlington Insurance Company INSURER C: Houston Casualty Company INSURER D: Sentinel Ins. Co INSURER E: INSURER F:
INSURED Aesco, Inc. 17782 Georgetown Lane Huntington Beach, Ca 92647 (714) 375-3830		NAIC #

COVERS		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 LNR	TYPE OF INSURANCE	ACCL INSD WWD	BODY WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	154BG03392-01	6/24/2021	6/24/2022	EACH OCCURRENCE	\$ 2,000,000.
	DAMAGE TO RENTED PREMISES (Ex. OCCURRENCE)					\$ 100,000.	
C	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	X				MED EXP (Any one person)	\$ 5000
	PERSONAL & ADV INJURY					\$ 2,000,000.	
D	GENERAL AGGREGATE	X	72UECTQ7770	7/7/2021	7/7/2022	PRODUCTS - COMP/OP AGG	\$ 2,000,000.
	OTHER:						
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X				COMBINED SINGLE LIMIT (Ex. accident)	\$ 1,000,000.
	BODILY INJURY (Per person)					\$	
E	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X				BODILY INJURY (Per accident)	\$
	PROPERTY DAMAGE (Per accident)					\$	
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	72WECKU6780	4/11/2021	4/11/2022	EACH OCCURRENCE	\$
	PER STATUTE					PER	
G	E.L. EACH ACCIDENT					\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE					\$ 1,000,000	
H	E.L. DISEASE - POLICY LIMIT					\$ 1,000,000	
	C						\$ 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		CANCELLATION	
City of Huntington Beach Department of Public Works 2000 Main Street Huntington Beach, Ca 92648		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	



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

September 14, 2021

Mr. Joseph Dale
Public Works Construction Manager
City of Huntington Beach
Department of Public Works
2000 Main Street
Huntington Beach, CA 92648

**Subject: Federally Funded Contract
On-Call Material Testing and Inspection Services
City of Huntington Beach, California
AESCO Proposal No. P7051**

Dear Mr. Dale:

AESCO will be pleased to continue working with the City of Huntington Beach on the current on-call contract based on the federally funded approved rates. We understand that the contract will be amended for the next three years, and that the rates will remain valid for a period of 3 years. Attached is our current insurance certificate.

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

Very Truly Yours
AESCO

Adam Chamaa, P.E., G.E.

Adam Chamaa, P.E., G.E.
Vice President

Kay Alabed
President

Attachment: Certificate of Insurance



JOE FUENTES
APPROVED 6-0-1
(POSEY-ABSENT)

City of Huntington Beach

File #: 19-1125

MEETING DATE: 12/16/2019

REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Oliver Chi, City Manager

PREPARED BY: Travis K. Hopkins, Acting Assistant City Manager

Subject:

Approve and authorize execution of a contract amendment to Professional Services Contracts with AESCO, Inc., Leighton Consulting, Inc., and Twining, Inc., for On-Call Material Testing and Engineering Services

Statement of Issue:

An amendment to the existing on-call professional service contracts with AESCO, Inc., Leighton Consulting, Inc., and Twining, Inc., is required to increase the contract amount within the existing three (3) year contract term to meet the needs for various projects throughout the City.

Financial Impact:

The City's FY 2019/20 Capital Improvement Program (CIP) Budget was adopted and totals \$46.6 million (All Funds) for approved projects citywide. Each approved CIP project has a budget containing sufficient funding for design, environmental, engineering, construction, project management and other required costs. In addition to CIP, several of the Departments have budgeted operating funds for these services for various non-CIP related work. Public Works staff estimates that material testing and engineering services needs for FY 2019/20 will total \$600,000. At this level of expenditures for the three (3) existing professional service contracts, usage for these budgeted services will be depleted within a few months. Therefore, staff is seeking increases to the not-to-exceed amounts set forth in the contracts.

Recommended Action:

A) Approve and authorize the Mayor and the City Clerk to execute "Amendment No. 1 to Agreement Between the City of Huntington Beach and AESCO, Inc. for On-Call Material Testing and Engineering Services" increasing the contract amount by \$350,000, from the original amount of \$250,000 to an amended amount of \$600,000; and,

* B) Approve and authorize the Mayor and the City Clerk to execute "Amendment No. 1 to Agreement Between the City of Huntington Beach and Leighton Consulting, Inc." increasing the contract amount by \$350,000, from the original amount of \$250,000 to an amended amount of \$600,000; and,

*See separate file

- ✿ C) Approve and authorize the Mayor and the City Clerk to execute "Amendment No. 1 to Agreement Between the City of Huntington Beach and Twining, Inc." increasing the contract amount by \$350,000, from the original amount of \$250,000 to an amended amount of \$600,000.

*See separate file

Alternative Action(s):

Do not authorize contracts and direct staff with an alternate action.

Analysis:

The City's Capital Improvement Program (CIP) is \$46.6 million for Fiscal Year 2019/20. Construction of the projects typically includes material testing and engineering services. These services are critical to project completion as the consultants provide supplemental geotechnical testing to make sure contractors are providing projects that meet material standards and specifications. These tests and services are estimated to cost over \$600,000 a year. The current contract amount will not be sufficient to provide services for Fiscal Year 2019/20 CIP.

AESCO, Inc., Leighton Consulting, Inc., and Twining, Inc., have (3) years on-call professional service contracts with the City which were approved by City Council on November 19, 2018. The contracts were approved with a contract limit of \$250,000 each, totaling \$750,000. In the first year alone, the three contracts together expended \$527,000 of the \$750,000 limit. As of November 2019; with approximately two (2) years remaining in the contract term, only \$223,000 remains in the project contract limit between the three (3) consultants. Staff estimates that expenditures for the next two fiscal years will total slightly over \$1.2M. At those rates of expenditures, an additional \$1,050,000 to the contract limit will be necessary to reach the duration of the contracts. Therefore, staff is requesting that each of the three (3) contract limits be raised an additional \$350,000. AESCO, Inc., Leighton Consulting, Inc., and Twining, Inc., on-call services are essential to supplement City staff to meet the needs of the City to complete the annual CIP.

Environmental Status:

Not Applicable

Strategic Plan Goal:

Enhance and maintain infrastructure

Attachment(s):

1. "Amendment No. 1 to Agreement between the City of Huntington Beach and AESCO Inc. for On-Call Material Testing and Engineering Services"
2. "Amendment No. 1 to Agreement between the City of Huntington Beach and Leighton Consulting, Inc. for On-Call Material Testing and Engineering Services"
3. "Amendment No. 1 to Agreement between the City of Huntington Beach and Twining, Inc. for On-Call Material Testing and Engineering Services"

AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
AESCO, INC.
FOR ON-CALL MATERIAL TESTING AND ENGINEERING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and AESCO, INC., a California corporation, hereinafter referred to as "Contractor."

WHEREAS, City and Contractor are parties to that certain agreement, dated November 19, 2019, as amended, entitled "Professional Services Contract Between the City of Huntington Beach and AESCO, Inc. for On-Call Material Testing and Engineering Services" which agreement shall hereinafter be referred to as the "Original Agreement"; and

City and Contractor wish to amend the Original Agreement to increase the amount of compensation to be paid to Consultant,

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. ADDITIONAL COMPENSATION

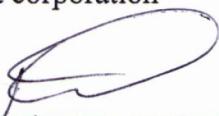
In consideration of the services to be performed under the Original Agreement, City agrees to pay Consultant an additional sum not to exceed Three Hundred and Fifty Thousand Dollars (\$350,000). The additional sum shall be added to the original sum of Two Hundred and Fifty Thousand Dollars (\$250,000), for a new contract amount not to exceed Six Hundred Thousand Dollars (\$600,000).

2. REAFFIRMATION

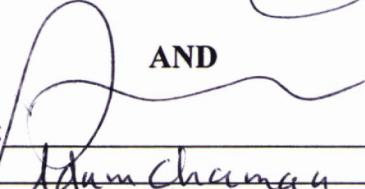
Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

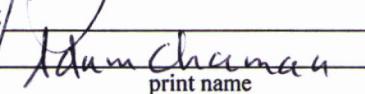
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on December 16, 2019.

AESCO, INC.,
a California corporation

By: 
Kay Alabed
print name

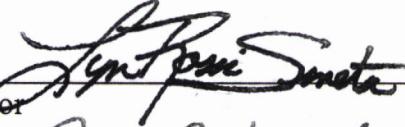
ITS: (circle one) Chairman/President/Vice President

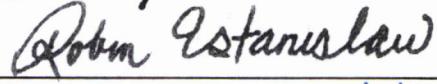

AND

By: 
Adam Chapman
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

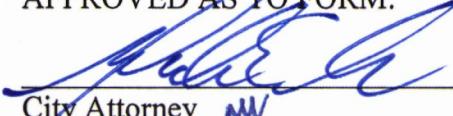

Robi Stanislaw

City Clerk 1/18/20 

INITIATED AND APPROVED:


Director of Public Works

APPROVED AS TO FORM:


City Attorney 

REVIEWED AND APPROVED:


City Manager



JOE DALE
APPROVED 7-0

City of Huntington Beach

File #: 18-447

MEETING DATE: 11/19/2018

REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Fred A. Wilson, City Manager

PREPARED BY: Travis K. Hopkins, PE, Director of Public Works

Subject:

Approve and authorize execution of Professional Services Contracts for On Call Material Testing and Engineering Services with AESCO, Inc., Twining, Inc., and Leighton Consulting, Inc., each in an amount not to exceed \$250,000

Statement of Issue:

The Public Works Department requires on call material testing and engineering services to support staff for the design and construction of capital improvement projects, which are identified in the annual capital improvement program.

Financial Impact:

The City's adopted FY 2018/19 Capital Improvement Programs (CIP) Budget totals \$24.7 million for approved projects citywide. Each approved CIP project has a budget containing sufficient funding for design, environmental, engineering, construction, project management and other required costs. The three (3) recommended material testing and engineering service contracts have a maximum value of \$750,000 over the next three years and will be funded on an as-needed basis within each project's individual CIP budget. As such, no additional funding is required by this action.

Recommended Action:

A) Approve and authorize the Mayor and City Clerk to execute a \$250,000 "Professional Services Contract between the City of Huntington Beach and AESCO, Inc. for On Call Material Testing and Engineering Services;" and,

* B) Approve and authorize the Mayor and City Clerk to execute a \$250,000 "Professional Services Contract between the City of Huntington Beach and Twining, Inc. for On Call Material Testing and Engineering Services;" and, * *see separate file*

* C) Approve and authorize the Mayor and City Clerk to execute a \$250,000 "Professional Services Contract between the City of Huntington Beach and Leighton Consulting, Inc. for On Call Material Testing and Engineering Services." * *see separate file*

Alternative Action(s):

Do not authorize the contracts and direct staff with an alternate action. Budgeted Capital Projects

could be delayed until new contracts are approved.

Analysis:

On November 28, 2017, the City advertised a Request for Qualifications ("RFQ") for On-Call Engineering and Professional Consulting Services. Proposals were requested and submitted in compliance with Chapter 3.03 of the Huntington Beach Municipal Code.

Fourteen (14) proposals were received for material testing and engineering services. In accordance with qualifications-based selected procurement per the Federal "Brooks Act," State SB 419, and the City of Huntington Beach Municipal Code Section 3.03 "Professional Services", the Public Works Department established a review board. Proposals were evaluated and ranked by a three (3) member panel review team established by the Public Works Department. The reviewers were a Senior Traffic Engineer, and two (2) Public Works Contract Administrators. After conducting the entire evaluation process, including negotiation for competitive rates, the top three (3) firms were selected to increase the opportunity for competitive proposals for future projects from qualified on-call consultants. They are AESCO, Inc., Twining, Inc., and Leighton Consulting, Inc. A summary of the evaluation sheets for the top (3) firms, and the fourth (4) firm not selected, are shown in Attachment 4.

The recommended contracts are to support staff for material testing and engineering services for various capital improvement projects. These services have historically been utilized to supplement City staff to meet annual CIP goals, as an extension of staff and/or to provide required expertise for unique projects. It is anticipated that these services will be required based on past years. Each project is evaluated on a case-by-case basis to determine if these as-needed services are necessary.

The City's Capital Improvement Program ("CIP") Fiscal Year 2018/19 CIP totals \$24.7 million in new projects. Typical design and construction support costs from use of consultants on a CIP project can vary between ten (10) to twenty (20) percent of total costs for a CIP project. Therefore, it is practical to conservatively estimate minimum annual consultant costs would be approximately \$2.4 million to the City for total CIP projects or \$6 million within the next three (3) years.

Material testing and engineering services are typically required for all CIP projects, such as street improvements, traffic signal improvements, water improvements, sewer improvements, and other City infrastructure improvements. Therefore, these consultants were selected to meet the projected workload over the next three years with a total contract limit of \$750,000.

This agenda item does not require Public Works Commission Action.

Environmental Status:

Not applicable.

Strategic Plan Goal:

Enhance and maintain infrastructure

Attachment(s):

1. Professional Services Contract between the City of Huntington Beach and AESCO, Inc. for On

- Call Material Testing and Engineering Services.
2. Professional Services Contract between the City of Huntington Beach and Twining, Inc. for On Call Material Testing and Engineering Services.
 3. Professional Services Contract between the City of Huntington Beach and Leighton Consulting, Inc. for On Call Material Testing and Engineering Services.
 4. Professional Service Award Analysis for AESCO Inc., Twining, Inc., and Leighton Consulting, Inc., and Vendor #4

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

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

WHEREAS, CITY desires to engage the services of a consultant to provide on call material testing and engineering services; and

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

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

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

CONSULTANT hereby designates 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 November 19th, 20 18 (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 Two Hundred and Fifty Thousand Dollars (\$250,000).

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

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.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars

(\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

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

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

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

10. CERTIFICATE OF INSURANCE

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

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

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

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION OF AGREEMENT

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

be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

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

14. COPYRIGHTS/PATENTS

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

15. CITY EMPLOYEES AND OFFICIALS

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

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or

other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

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

TO CONSULTANT:

AESCO, Inc
ATTN: Kay Alabed
17782 Georgetown Lane
Huntington Beach, CA 92647
(714) 375-3830

17. CONSENT

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

18. MODIFICATION

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

19. SECTION HEADINGS

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

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining

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

21. DUPLICATE ORIGINAL

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

22. IMMIGRATION

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

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

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

CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

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

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

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

28. ENTIRETY

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

Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

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

CONSULTANT,

AESCO, Inc.

COMPANY NAME

A California Corporation

By:

Kay Alabed, President

print name

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

AND

By:

Adam Chamaa, Secretary

print name

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

Secretary - Treasurer

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

Michael Sherry

Mayor

Adam Estanislau

City Clerk

11/28/18 DS

INITIATED AND APPROVED:

Adam Chamaa

Director of Public Works

REVIEWED AND APPROVED:

John B. Parker

City Manager

APPROVED AS TO FORM:

Michael Sherry

City Attorney

EXHIBIT "A"

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

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

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

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

CONSULTANT shall comply with all Local Assistance Procedures Manual (LAPM), the Caltrans Construction Manual, the Federal Highway Administration requirements, and Caltrans A&E Sample Contract Language known as Exhibit 10-R, which includes, Caltrans Consultant Proposal DBE Commitment known as Exhibit 10-O1 and/or 10-O2, and Caltrans Disclosure of Lobbying Activities known as 10-Q (Exhibit C).

C. CITY'S DUTIES AND RESPONSIBILITIES:

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

D. WORK PROGRAM/PROJECT SCHEDULE:

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

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:

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.

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/25/2018

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).

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.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ADDITIONAL POLICIES.								
INSR LTR	TYPE OF INSURANCE	ADUL INSR	SUBT WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			154BW40150	6/24/2017	6/24/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000.	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:		X				MED EXP (Any one person) \$ 5000	
							PERSONAL & ADV INJURY \$ 2,000,000.	
							GENERAL AGGREGATE \$ 2,000,000.	
							PRODUCTS - COMP/OP AGG \$ 2,000,000.	
								\$
							COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000.	
B	AUTOMOBILE LIABILITY ANYAUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIREO AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	72UECTQ7770	7/7/2017	7/7/2018	BOILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
								\$
								\$
	UMBRELLA LIAB EXCESS LIAB		OCCUR CLAIMS-MADE				EACH OCCURRENCE \$	
							AGGREGATE \$	
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A	72WECKU6780	4/11/2018	4/11/2019	PER STATUTE \$ 1,000,000	
							E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Professional Liab.			HCC 17 22635	07/09/2017	07/09/2018	\$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
for MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER

CANCELLATION

<p>City of Huntington Beach Department of Public Works 2000 Main Street Huntington Beach, Ca 92648</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p>

ACORD 25 (2013/04)

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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

**Request for Qualifications
FOR
On-Call Construction Materials Testing Services
AESCO Proposal No. P5597**



**Public Works Department
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648**

Attention: Mr. Jim Slobojan, Fiscal Services Department

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

January 11, 2018



Statement of Qualifications

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Section A COVER LETTER

January 11, 2018

Mr. Jim Slobojan
City of Huntington Beach, Fiscal Services Division
2000 Main Street
Huntington Beach, CA 92648

**Subject: Request for Qualifications for
On-Call Construction Material Testing Services
Public Works Department
City of Huntington Beach
AESCO Proposal No. P5597**

Dear Mr. Slobojan:

AESCO is pleased to present this Statement of Qualifications to provide On-Call Construction Material Testing Services. Services will be provided for a minimum 3-year term. The scope of work may involve all phases of project development. AESCO is in acknowledgement of Addendums 1, 2 and 3.

AESCO, a small business enterprise, has provided construction quality control and quality assurance services on both small and large municipal capital improvement and commercial projects in Los Angeles, San Bernardino, Riverside, and Orange Counties over the past 25 years. **AESCO has held, or is currently holding, the on-call contract for soils and materials testing and inspection services for the Cities of Huntington Beach, Santa Ana, Villa Park, Buena Park, Irvine, Lynwood, Lakewood, Riverside, and the Orange County Transportation Authority and the Los Angeles Unified School District.**

AESCO is a woman-owned corporation (incorporated in California) and has been in operation since 1993. AESCO is headquartered at 17782 Georgetown Lane, Huntington Beach, CA 92647. Mr. Adam Chamaa, P.E., G.E., Engineering Manager, will be the point of contact during the period of the proposal evaluation. He can be reached at 17782 Georgetown Lane, Huntington Beach, CA 92647, adam.chamaa@aescotech.com, 714-375-3830. AESCO does not anticipate the use of subcontractors for this project.



AESCO's laboratory has been approved or certified by the Division of State Architect (DSA), California Department of Transportation (Caltrans) under certification #1002, by the City of Los Angeles under certification #10191, by the CCRL, and by the AMRL. AESCO is also a current member of the Independent Assurance Program with Caltrans, CCRL, AMRL, Proficiency Sample Program, and ISO/IEC 17025.

All testing will be performed in AESCO's laboratory and all work will be in compliance with applicable governing local, State and Federal agencies and laws including Caltrans.

AESCO has 4 California Registered Engineers on staff. AESCO's personnel has provided construction quality control and quality assurance services and geotechnical engineering services on both large and small public works projects in Orange, Los Angeles, Riverside, and San Bernardino Counties over the past 25 years.

AESCO will respond within 24-hours upon request by the City.

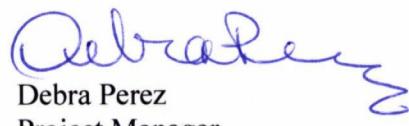
AESCO has reviewed the sample agreement and insurance requirements and is willing to execute the agreement as drafted and will be able to provide the required documentation following notice of award.

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, P.E., G.E.
Engineering Manager

Kay Alabed
President


Debra Perez
Project Manager



Section B VENDOR APPLICATION FORM

REQUEST FOR PROPOSAL

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: AESCO Inc.

Contact Person for Agreement: Kay Alabed

Corporate Mailing Address: 17782 Georgetown Lane, Huntington Beach, CA 92647

City, State and Zip Code: 17782 Georgetown Lane, Huntington Beach, CA 92647

E-Mail Address: Kay.Alabed@aescotech.com

Phone: 714-375-3830 Fax: 714-375-3831

Contact Person for Proposals: Adam Chamaa, P.E., G.E.

Title: Vice President E-Mail Address: Adam.Chamaa@Aescotech.com

Business Telephone: 714-375-3830 Business Fax: 714-375-3831

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION



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

Names	Title	Phone
Kay Alabed	President	714-375-3830
Adam Chamaa	vice President	714-375-3830

72-1253958

Federal Tax Identification Number:

A199958

City of Huntington Beach Business License Number:

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

City of Huntington Beach Business License Expiration Date:

09-30-18



Section C PRE-QUALIFICATION FORM

EXHIBIT A: PRE-QUALIFICATION FORM ON-CALL CONSTRUCTION MATERIAL TESTING SERVICES

SERVICE CATEGORY	PROPOSING? Y/N (circle)
A. Construction Material Testing	<input checked="" type="checkbox"/> Yes/ No

KA (Initial) Consultant is willing to execute the sample Agreement as drafted, including any other potentially more restrictive terms and conditions as outlined in Caltrans' LAPM, Exhibit 10-R (See Appendix B). Consultant is aware the actual Agreement "MAY" differ due to Caltrans requirement.

KA (Initial) Consultant is able to provide the insurance as required, including any other potentially more restrictive terms and conditions as outlined in Caltrans' LAPM, Exhibit 10-R (See Appendix B & C).

Firm Name: AESCO

Firm Address: 17782 Georgetown Lane, Huntington Beach, CA 92647

Signature:  Date: January 4, 2018



Section D SERVICE CATEGORY

FIRM QUALIFICATIONS (i)

AESCO is a **woman-owned corporation** (incorporated in California) and we currently have thirteen employees. AESCO has been providing services similar to those requested since 1993, a total of 25 years. AESCO has been retained as the geotechnical, construction material testing and inspection and environmental engineering firm for the City of Huntington Beach since 2001. Therefore, we are very familiar with working with the City, and in particular, the Department of Public Works. AESCO is known for responding to requests in a very timely manner and providing excellent service to the City. AESCO provides a budget to the City for each project prior to the start of work.

AESCO is **SBE, DBE/UDBE, WBE, and CBE** certified. AESCO's laboratory is certified by DSA, Caltrans and City of Los Angeles. AESCO has been performing material testing services for various clients including the Cities of Los Angeles, Costa Mesa, Inglewood, Long Beach, Diamond Bar, Lakewood, Huntington Beach, Lynwood, Riverside, Buena Park, Irvine, Santa Ana; the Los Angeles Unified School District; Alhambra School District; SANBAG; Caltrans; Los Angeles Metropolitan Transit Authority (MTA); and the Orange County Transportation Authority (OCTA). **AESCO currently holds the on-call contract for testing and inspection services for the City of Huntington Beach. As a small firm AESCO has the ability to respond to requests immediately and can devote more attention to each project.**

Construction Materials Testing and Inspection Services

AESCO operates a construction materials engineering (CME) laboratory in Huntington Beach, California, and is capable of performing in-house or on-site testing and inspection services. AESCO also regularly tests and inspects brick, granite, stone masonry, mortar, reinforcing steel, and manufactured elements such as pre-stressed beams and pre-cast panels. Engineering consultation and inspection services are available for each phase of construction including: Aggregate Evaluation, Concrete Mixtures-Design, Inspection, and Testing, Bituminous Materials Testing, Refractory Testing, Roof Inspection and Testing, Soils Compaction and Stabilization Tests and Inspection, Structural Steel Fabrication and Erection



Inspection, Qualification of Welders and Procedures, Welding Inspection, and Rebar Inspection. AESCO provides full grading inspection services during construction. To expedite site grading, AESCO can set up a portable laboratory on site, capable of performing most of the essential tests that may be required.

Geotechnical Engineering Services

AESCO's geotechnical investigations have included: foundation and pavement design, settlement problems, compaction monitoring and testing, shallow and deepened foundations, pressure injected footings, earth retaining structures, landslide analysis and control, expansive/collapsing soils, underpinning and special foundations, construction dewatering and drainage, pipelines and utilities, liquefaction analyses, and fault evaluation. Laboratory testing is performed using ASTM, AASHTO, and other applicable specifications and guidelines.

Environmental Engineering

AESCO can provide a full range of Environmental Engineering services that are vertically integrated to deliver a complete "turnkey" package including: Phase I-Initial Environmental Site Assessment (ESA), the Phase II-Investigation, Phase III-Remediation and Mitigation Design, and Final Close Out Report. In addition, AESCO provides a range of Regulatory Compliance services.

While working on the City of Huntington Beach Projects, each team member is responsible to a registered Engineer who is available to assist inspection personnel on interpretation of test requirements, plans and specifications interpretation and Building Code matters of compliance. AESCO generates thousands of material testing reports for soils, concrete, steel and other building materials from our Huntington Beach laboratory. The Huntington Beach facility comprises of over 6000 square feet laboratory equipment with state of the art testing equipment. AESCO's testing equipment is fully computerized and connected to our main server. AESCO's reports are digitalized and maintained on AESCO's main frame server and



on the web for immediate access for our engineers and clients.

AESCO has **NEVER** had any OSHA citations. AESCO has never had any outstanding or pending complaints through the Better Business Bureau, State of California Department of Consumer Affairs.

KEY PERSONNEL SUMMARY (ii)

AESCO has 4 registered engineers and employees that are experienced; we have the necessary resources and technical knowledge to guarantee that the services required for your projects are provided within your budget, timetable and quality expectations; and can accommodate your project's staffing needs.

Name	Years of Experience	Education/Credentials
Adam Chamaa Engineering Manager	30+	B.S. Civil Engineering, M.S. Civil Engineering Licensed California Engineer, P.E. C.E. No. C53992 Licensed California Geotechnical Engineer G.E. No. GE2784 Nuclear Density Machine Operator
Russell L. Scharlin Quality Control Manager	30+	B.S. Civil Engineering M.S. Civil Engineering Licensed California Engineer. P.E. C.E. No. C25723 Licensed California Geotechnical Engineer G.E. No. 751
Amer Hazboon Environmental Engineer	20+	B.S. Civil Engineering M.B.A. Licensed California Civil Engineer. P.E. C.E. No. C64478 Certifications: 40-hour Health and Safety Training Registered Deputy Inspector for the City of Los Angeles, Methane Mitigation Systems ICC Certified California UST System Operator Certified Liquid Boot Inspector Certified Tremco Barrier Inspector
Andrew Stone, C.G., C.G.E. Engineering Geologist	30+	B.S. Geology Certified Engineering Geologist (C.E.G.) Certification No. 1648
Debra Perez Project Manager	30+	B.S. Renewable Natural Resources Nuclear Density Machine Operator
David J. Ryan, P.E. Senior Engineer	40	B.S. Civil Engineering Licensed California Engineer, P.E. C.E. No. C49661



Duane Wentworth Senior Inspector	40	University of California, Berkeley Extension. Certificate for Construction Inspection of Traffic Signals and Highway Lighting Systems. California State University, Long Beach. Major: Mechanical Engineering. Orange Coast College. A.A. Engineering Caltrans Resident Engineers Academy Asphalt Materials from the Asphalt Institute
Kay Alabed, Project Coordinator	25	B.S., Dental Medicine
Omar Chamaa Quality Control Engineer	11	B.S., Civil Engineering E.I.T. Certificate No. 135299 Hazardous Materials 40-hour Training ICC Certified Reinforced Concrete Caltrans Certificate of Proficiency for: Calculations Pertaining to Gradings & SpG, Sampling Highway Materials & Products, Soil & Aggregate Sample Preparation, Sieve Analysis of Fine & Coarse Aggregates, Sand Equivalent, Air Content, Freshly Mixed Concrete, Pressure, Density of Fresh Concrete, Flexural Strength of PCC, Ball Penetration in Fresh Portland Cement Concrete, Sampling Freshly Mixed Concrete, PCC Cylinder Fabrication, Air Content of Freshly Mixed Concrete-Volumetric Method, Slump of Fresh Portland Cement Concrete, Temperature of Freshly Mixed Portland Cement Concrete City of Newport Beach Deputy Inspector City of Garden Grove Deputy Inspector City of Long Beach Deputy Inspector City of Riverside Deputy Inspector Radiation Safety and Use of Nuclear Gage ACI Concrete Field Testing Technician TWIC
Giovanni Mikhael Inspector	11	AWS Welding Inspector Caltrans Certificate of Proficiency for: Air Content, Freshly Mixed Concrete, Pressure, Density of Fresh Concrete, Flexural Strength of PCC (Fabrication only), Ball Penetration in Fresh Portland Cement Concrete, Sampling Freshly Mixed Concrete, PCC Cylinder Fabrication, Slump of Fresh Portland Cement Concrete, Temperature of Freshly Mixed Portland Cement Concrete County of Los Angeles Certified Inspector
Tariq Abdullah Laboratory Manager	15	B.S., Geology Caltrans Certificate of Proficiency for: Calculations for Gradings & SpG, Soil & Aggregate Prep., Sieve Analysis of Fine & coarse Aggregates, Percentage of Crushed Particles, Specific Gravity & Absorption of Fine and coarse Aggregate Sand Equivalent, Moisture content, Cleanliness of Coarse Aggregate, Durability Index, R-Value Soils and Bases, Preparation of Bituminous Mixtures for Testing, Bulk Specific Gravity & Density of Bituminous Mixtures, Theoretic Max Specific Gravity & Density of Bituminous Paving Mixtures, Stabilometer Value, Moisture Content using Microwave, Asphalt Content of Bituminous Mixes, Ignition Method



		NICET Level II for: Asphalt, Concrete, Soil Radiation Safety and Use of Nuclear Gage
Ruben Rocha Inspector	12	B.A., Business, Devry University, in progress Professional Certifications: County of Los Angeles Certified Deputy Inspector Masonry and Concrete ICC Structural Masonry and Concrete Certified Inspector ACI Certified, Concrete Field Testing Technician Certified Radiation Safety and Nuclear Gage Operator Caltrans Certificate of Proficiency for: Air Content, Freshly Mixed Concrete, Pressure, Density of Fresh Concrete, Flexural Strength of PCC (Fabrication only), Ball Penetration in Fresh Portland Cement Concrete, Sampling Freshly Mixed Concrete, PCC Cylinder Fabrication, Slump of Fresh Portland Cement Concrete, Temperature of Freshly Mixed Portland Cement Concrete TWIC Card

Note: Certificates of AESCO's Registered Engineers are included within Appendix D. Inspector certificates are available upon request.



REFERENCES and PROJECTS (iii)

Client Name: **Orange County, Department of Public Works, September 2016 to Current**

Project Name: ADA Restroom Upgrade and Office Improvements and other on-call contracts

Contact Name & Phone: Mr. Erik Nelson, Project Manager III (657) 247-1298

Email: Erik.Nelson@ocpw.ocgov.com

Scope of Work: Materials Testing and Inspections, Geotechnical Engineering

AESCO Project Manager: Adam Chamaa, P.E., G.E.

Key Personnel: Dave Ryan, P.E., Quality Control Manager; Giovanni Michael, Inspector.

Client Name: **City of Santa Ana, June 2010 to Current**

Project Name: First Street Bridge Replacement and Road Rehabilitation and other on-call contracts

Contact Name & Phone: Mr. Gerardo Lechuga, Project Manager (714) 552-5336

Email: glechuga@santa-ana.org

Scope of Work: Materials Testing and Inspections

AESCO Project Manager: Adam Chamaa, P.E., G.E.

Key Personnel: Russell J. Scharlin, P.E., G.E., Quality Control Manager; Omar Chamaa, Field Engineer and Inspector; Giovanni Michael, Inspector.

Client Name: **City of Corona, September 2013 to December, 2015**

Project Name: Geotechnical and Materials Testing for Auto Center Drive Grade Separation

Contact Name & Phone: Ms. Linda Bazmi, Senior Engineer (951) 830-2132

Email: Linda.Bazmi@ci.corona.ca.us

Scope of Work: Materials Testing and Inspections

AESCO Project Manager: Russ Scharlin, P.E., G.E.



Key Personnel: Adam Chamaa, P.E., G.E., Quality Control Manager; Omar Chamaa, Field Engineer and Inspector; Giovanni Michael, Inspector.

Client Name: **[City of Villa Park, August 2012 to Current](#)**

Project Name: Sewer Line Replacement Program

Contact Name & Phone: Mr. Akram Hindiyeh, City Engineer (949) 547-0816

Email: ahindiyeh@villapark.org

Scope of Work: Geotechnical Engineering and Materials Testing

AESCO Project Manager: Adam Chamaa, P.E., G.E.

Key Personnel: Russell J. Scharlin, P.E., G.E., Quality Control Manager; Omar Chamaa, Field Engineer and Inspector.

Client Name: **[City of Huntington Beach, September 2017 to Present](#)**

Project Name: Beach Boulevard Water Main Extension

Contact Name & Phone: Mr. John Griffin, Contract Administrator (949) 375-5011

Email: jgriffin@surfcity-hb.org

Scope of Work: Construction Management, Materials Testing and Inspections

AESCO Project Manager: Dwayne Wentworth

Key Personnel: Adam Chamaa, P.E., G.E., Quality Control Manager, Dave Ryan, P.E., Construction Management, Testing and Inspections

Client Name: **[County of Orange and Caltrans, October 2011 to January, 2014](#)**

Project Name: Seismic Remediation, John Wayne Airport

Contact Name & Phone: Mr. Steve Chaky, Project Manager (949) 252-5275

Email: schaky@ocair.com

Scope of Work: Materials Testing and Inspections

AESCO Project Manager: Russell J. Scharlin, P.E., G.E.

Key Personnel: Adam Chamaa, P.E., G.E., Quality Control Manager; Jess Lim, Inspector; Giovanni Michael, Inspector.



AESCO's UNIQUE QUALIFICATIONS and SCOPE OF SERVICES (iv)

AESCO has been performing materials testing, construction inspection, geotechnical engineering, and environmental engineering for the City of Huntington Beach since 2001. We have performed geotechnical engineering, environmental engineering and construction materials testing and inspections for projects ranging from street rehabilitation to lift stations and new structures. AESCO's location within the City makes AESCO an ideal candidate to perform the required scope of services in a very timely manner. **We have always provided immediate response to all requests and have worked around the clock on emergency projects, as needed.**

The project consists of performing on-call construction materials testing for various public works infrastructure projects for the next 3 years. The Scope of Services may include, but not be limited to, the following: all tests to be performed in accordance with the Caltrans Construction Manual, the Caltrans Standard Specifications and Project Special Provisions, the City's Quality Assurance Program (QAP), Department of Transportation, Construction Manual, Chapters 3 and 6; initial "Samples and Tests" on proposed materials and "Acceptance Tests" on materials placed, and other Federal Highway Administration (FHWA) requirements; testing to be conducted within our Caltrans Certified laboratory by Caltrans accredited personnel; density tests will be performed with a nuclear densometer or sand cone and maximum density curves will be performed on various materials in accordance with ASTM D1557; concrete cylinders and slump testing by ACI certified technician; compression strength testing per ASTM C39; maintain records of all samples and tests including failing tests and retests, provide test results with statement regarding pass or fail signed by authorized representative; maintain Testing Plan and Log submitted monthly with the Contract Quality Control Report; maintain a rework Items list of work which does not comply with the Contract; perform maximum density tests at job site; maintain records of samples and tests, including failing tests, in permanent job file; use economical mode of transportation; upon completion of project provide a Materials Certification noting all non-conforming materials; the materials certification memorandum to be signed by a California licensed engineer; all Non-Compliance results of materials to be reported to City Project Manager and Project Inspector within 24 hours.



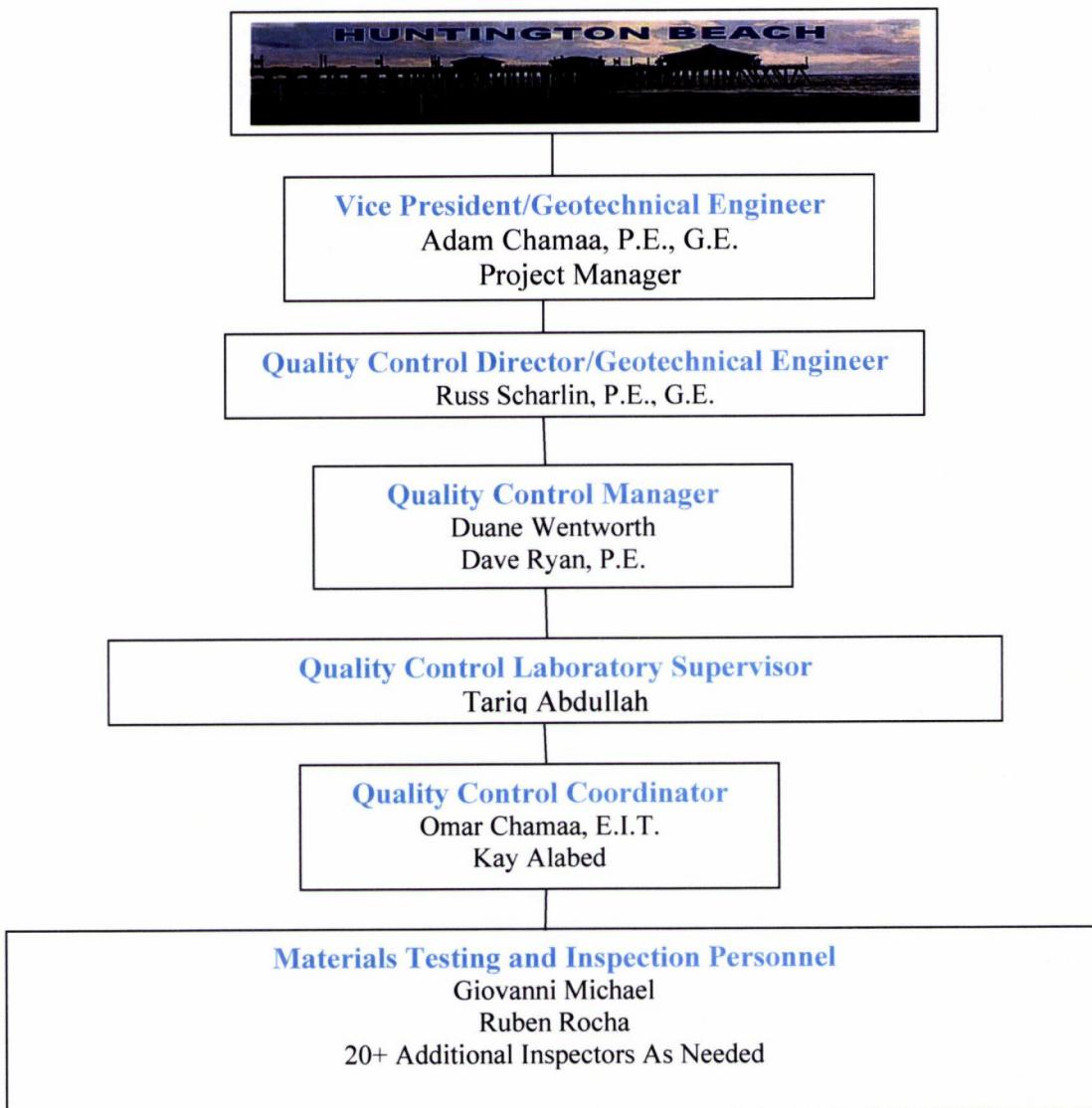
RESUMES (v)

Resumes are included within the Appendix.

STAFFING

AESCO offers the City an integrated team comprised of engineers, geologists, engineering technicians and deputy inspectors experienced in all aspects of municipal development and construction testing. Staff will be available for the City of Huntington Beach projects at all times. No sub-consultants are anticipated for this project.

Organization Chart





UNDERSTANDING and METHODOLOGY

AESCO has been retained as the construction material testing and inspection, geotechnical and environmental engineering firm for the City of Huntington Beach for the past 17 years. Therefore, we are very familiar with working with the City and in particular the Department of Public Works. AESCO is known for responding to requests in a very timely manner and providing excellent service to the City. AESCO provides a budget to the City for each project prior to the start of work.

Every project has its own unique scheduling and construction challenges; therefore, AESCO's methodology is intended to be flexible and allows input from the Owner to guarantee smooth completion of the project. AESCO's team is comprised of some of the most experienced professionals in the industry. The overall project team is always available for discussions regarding the project in order to craft solutions. Each inspector has multiple licenses that allow them to perform various inspection duties simultaneously, thus creating an efficient budget for the Owner. AESCO will provide qualified soil technicians and deputy inspectors with extensive public facility, utility and roadway site grading experience. AESCO's method of operation is the following:

- Prior to the start of any project AESCO will become familiar with the contract documents, project plans, technical specification, etc. and existing site(s) and conditions, and other pertinent project documents and meet with the CITY to review staffing, project needs, coordinate inspections and testing, and will also attend the pre-construction meeting(s) if requested.
- AESCO provides a 24-hour live answering service and one of our Project Engineers is always available to answer any technical or scheduling issues. Technicians shall be available upon 24-hour notice, or less, and for occasional night work.
- AESCO digitally controls all assigned tasks to our technicians and each unit of service is closely watched by our project manager. AESCO does not exceed the assigned budget for its services prior to authorization by the CITY.
- The inspector (or inspectors) then arrives at the site to perform the required testing and inspections. The technician will arrive at the site with the correct equipment,



calibrated to existing standards with documentation. Equipment calibration shall be performed prior to the start of work and costs are included in the total hourly rate for field services. All samples will be transported from the project site to the laboratory for testing as required.

- All breaks and other laboratory testing are scheduled through our electronic dispatch system where notification is automatically issued to the laboratory manager to perform specific tests, such as: breaks of concrete cylinders at a schedule of 7, 14 and 28-day breaks; beam, masonry, prism breaks; aggregate testing; etc.
- Daily field reports and test results are created digitally in a standard report format and emailed within 24 hours of completion of the test or inspection to the CITY. Field testing/compaction results of subgrade or asphalt concrete shall be communicated to CITY personnel as soon as the tests have been completed, on same day of testing, with hard copy to follow.
- Any test or inspection deficiencies, such as; failing compaction, concrete not reaching the required strength, concrete with high slump, cleanliness of rebar, cleanliness of footings, etc., will be discussed immediately with the CITY Inspector. Our professionals will provide practical solutions to critical issues encountered in the field, considering both cost and technical implications.
- A draft report summarizing test results and raw data will be submitted for review following completion of construction which will summarize all failed and passing tests. The report will include the tests performed, testing dates and test standard used. After written approval, copies of the final certification report of all inspection services performed for specific projects will be completed within 10 working days. All laboratory reports and inspection reports are supervised, reviewed and signed by a California Licensed Professional Engineer/Geotechnical Engineer.
- AESCO will comply with OSHA requirements Safety Standards. On occasion, technicians are required to enter confined spaces to perform work and will have completed confined space training and have proof of training upon arrival to do confined space work.
- All inspectors are required to communicate on a daily basis with our Quality Control Manager who ensures that all work is being performed in accordance with the Quality



Control Manual.

AESCO has been successful in consistently completing its projects within the assigned budget and schedule. We thoroughly evaluate our task and scope of work, and build an efficient budget for our work. Therefore, we seldom exceed the budget or schedule. AESCO has a practice of obtaining advance approval from clients prior to initiating any work which will add costs to the originally approved budget.

AESCO maintains a strict Quality Control Program (QAP). AESCO is a member of, and certified by several independent certification agencies, such as DSA, AMRL, CCRL, Caltrans, the City of Los Angeles, and the City of San Diego. AESCO is also part of the yearly reference sampling program for these agencies. These involvements ensure a rigorous training of AESCO's technicians and test method verifications. Test results and field reports are reviewed by AESCO's project manager and quality control engineer, each of whom has 30 years of experience.

INNOVATIVE and FLEXIBLE APPROACHES

AESCO has used various approaches to save clients time and money as shown below:

- AESCO can provide immediate response to short notice requests
- AESCO is available to work around the clock, when needed
- AESCO has a Geotechnical Engineer/Project Engineer available at all times to respond to emergency needs
- AESCO can provide a fully equipped concrete mobile laboratory to assist in immediate on-site testing
- An example of our approach is the emergency response AESCO provided to the City of Huntington Beach when a large sinkhole developed in the middle of one of the major thoroughfares; Warner Avenue. AESCO personnel were on-site around the clock to assist in the repair and to devise a dewatering system to be used during construction. The project was completed approximately 20 percent earlier than was anticipated.
- AESCO also provided emergency response to the Alhambra Unified School District when an excavation flooded at night due to broken water line at Garfield Elementary School. AESCO's Geotechnical Engineer was on-site at 7:00 A.M. on a Saturday to



assist the District in mitigation of the problem and to stabilize the subgrade.

- As part of AESCO's innovative approach to testing and inspection AESCO monitored the contractor's curing procedures and modified as necessary to protect the concrete from extreme hot and cold weather conditions during the construction of the Whitegates Reservoirs for the City of Riverside. Daily inspections were required to monitor the concrete temperature and humidity to prevent micro-cracking of the concrete due to shrinkage and expansion. AESCO also instructed the contractor to provide heat blankets to maintain the curing temperature of the concrete as concrete placement was performed during cold weather during the construction of the Brea-Olinda Landfill Gas-to Energy Facilities for the County of Orange. AESCO also provided special soil stabilization and subgrade enhancement recommendations to mitigate the wet, fine soil during construction of Northrup Elementary School for the City of Alhambra. AESCO also evaluated the effects of the existing trees on the new construction and provided recommendations to mitigate distress due to roots and landscaping.
- AESCO has performed construction materials testing and inspection services on several Federally funded projects including several roadway rehabilitation projects for the City of Huntington Beach and Pomona and several grade separation and freeway widening projects for Caltrans which were all partially state and federally funded.
- AESCO has a strong financial base, and has never experienced any bankruptcy, pending litigation, office closure, nor has any impending merger in the near future. AESCO is able to complete projects within the established schedule, and does not add on additional work without prior authorization.
- AESCO's commitment to quality assurance extends to field and laboratory staff that is certified in various technical disciplines by multiple agencies such as Caltrans, ACI, NICET, and ICC. AESCO's accredited materials testing laboratory and collection of resourceful field and laboratory equipment enable our professionals to efficiently determine precise methods for qualifying construction materials.



APPENDIX A
REQUIRED FORMS and ADDENDUM NUMBER ONE



Local Assistance Procedures Manual

Exhibit 10-O1
Consultant Proposal DBE Commitment

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Huntington Beach 2. Contract DBE Goal: 0%
3. Project Description: On-Call Material Testing and Inspection 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 %
Materials testing and inspection services	35370	Kay Alabed 714-375-3830	100%
Local Agency to Complete this Section			
17. Local Agency Contract Number:	11. TOTAL CLAIMED DBE PARTICIPATION <u>100 %</u>		
18. Federal-Aid Project Number:			
19. Proposed Contract Execution Date: <u>(NAME)</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature	21. Date	1-4-18	
22. Local Agency Representative's Name	23. Phone	12. Preparer's Signature Kay Alabed	13. Date 714-375-3830
24. Local Agency Representative's Title		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-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Huntington Beach 2. Contract DBE Goal: 0%
3. Project Description: On-Call Material Testing and Inspection Services
4. Project Location: Huntington Beach, CA
5. Consultant's Name: AESCO Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: TBD
8. Total Dollar Amount for ALL Subconsultants: No Subconsultants 9. Total Number of ALL Subconsultants: 0

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Material Testing and Inspection Services	35370	Kay Alabed 714-375-3830	TBD
Local Agency to Complete this Section			
20. Local Agency Contract Number	<u>(NAME)</u> <u>\$ TBD</u>		
21. Federal-Aid Project Number:			
22. Contract Execution Date:	<u>100 %</u>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature	24. Date	1-8-18	
25. Local Agency Representative's Name	26. Phone	714-375-3830	
27. Local Agency Representative's Title		17. Preparer's Name President	18. Phone
		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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.

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July 23, 2015



Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial b. material change
For Material Change Only: year _____ quarter _____ date of last report _____		
4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District , if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number , if applicable _____	
8. Federal Action Number , if known:	9. Award Amount , if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ <u>CONSULTAN</u> <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tie above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Kay Alabed</u>		
Print Name: <u>Kay Alabed</u>		
Title: <u>President</u>		
Telephone No.: <u>714-375-3830</u> Date: <u>1-8-18</u>		
Authorized for Local Reproduction		
Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

LPP 13-01

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May 8, 2013



EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for your point of contact. If actual DBE utilization (or items of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature 	18. Contractor/Consultant Representative's Name Kay Alabed	19. Phone 714-375-3830	20. Date 1/8/18
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures.

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



City of Huntington Beach
Public Works Department
2000 Main Street
Tel. (714) 960-8820

ADDENDUM NUMBER ONE

For
**RFQs – Water, Plan Check, Ocean, Architectural, Transportation, Construction
Management, Materials, Civil
in the
CITY OF HUNTINGTON BEACH**

November 29, 2017

Notice To All:

City of Huntington Beach has extended the due date from January 4th, 4:00 pm 2018 to January 11th, 4:00 pm 2018 for eight (8) Request For Qualifications (RFQ) for various professional services (Water, Plan Check, Ocean, Architectural, Transportation, Construction Management, Materials, Civil).

This is to acknowledge receipt and review of Addendum Number One, dated **November 29, 2017**.

AESCO

Company Name

By **Kay Alabed**

01-04-18

Date

All bidders must acknowledge and include the receipt of this Addendum with your RFQ packages.



APPENDIX B RESUMES



Adam Chamaa

Engineering Manager, M.S.C.E., P.E., G.E.

Registered civil and geotechnical engineer with over 30 years of experience as geotechnical engineer and quality control/quality assurance (QC/QA) manager. Responsible for QC/QA engineering for new construction, foundations, sewer installations, roadway surfaces during and after installation, design of de-watering systems, pump stations, and assessment of soil-related environmental contamination. Provided geotechnical design recommendations for new construction for municipal, governmental and commercial projects throughout California.

Specific Project Experience

Widening of the 91 Freeway-Orange and Riverside Counties, CA

Engineering Manager: Mr. Chamaa was the Engineering Manager for materials testing and inspection during the widening of the 91 Freeway for Caltrans. The widening project included the construction of new lanes on the east and westbound sides, new retaining walls, bridges, slope stability of cuts, rock exploration, etc. The testing and inspection services included a review of the concrete mix designs, concrete testing and inspection, concrete batch plant inspection, pile inspection and logging, rebar inspection, aggregate testing, welding inspection, subgrade testing and inspection, base material evaluation and testing, compaction testing and inspection, and asphaltic concrete testing.

Education:
M.S. Civil
Engineering,
Geotechnical and
Highway Design;
Louisiana Technical
University, Ruston, LA,
1985.

B.S., Civil
Engineering,
Louisiana Technical
University, Ruston,
Louisiana, 1982

Registrations:
California No. C53992
(Civil)
California No. C2784
(Geotechnical)
Nevada No. 022245
(Civil)

On-Call Soils and Materials Testing and Inspection Services-Orange County Transportation Authority

Engineering Manager: Mr. Chamaa was the Engineering Manager for the soil and material testing and inspection services on an on-call basis for any OCTA owned facilities. Various projects were performed at the five maintenance and operations facilities, various transportation centers and park-and-ride facilities owned by the OCTA. AESCO also provided all labor, materials, equipment, and facilities to perform soils and materials testing and inspection services during construction of the various projects. The services included performing required testing of soils, asphalt concrete, masonry, Portland cement concrete, reinforcing steel, and structural steel. In addition, special deputy inspection services for welding, reinforcing steel, masonry, concrete placement, and roofing installation inspection were also performed.

14-Inch Water Line Installation under Huntington Harbor Channel, City of Huntington Beach, CA

Engineering Manager: Mr. Chamaa was the Engineering Manager for a geotechnical investigation for a new 14-inch diameter water line composed of High Density Polyethylene (HDPE) pipe for the City of Huntington Beach. The length of the new pipe ranged from 750 feet to 950 feet. The pipe was installed beneath the Huntington Harbor bottom which is at an approximate depth of 20 feet below high sea level. The water line connected to existing water systems on either side of the channel.



Design/Build SR-22 Freeway Widening-Garden Grove, CA.

Engineering Manager: Mr. Chamaa was the Engineering Manager for the inspection and mix design alternatives and recommendations for the Portland Cement Concrete (PCC) and Lean Concrete Base for the widening and overall improvement for Orange County Transit Authority (OCTA) and Caltrans. Mr. Chamaa worked with the design team and the contractor to qualify aggregate testing and evaluation of the concrete and performed on-site mix design trials. Recommended the most appropriate mix design and additives based on California Test methods. Supervised the testing of concrete products during placement which included aggregate testing, concrete cylinders, LCB samples and flexural strength beam tests. Supervised the flexural strength of the concrete during the pavement construction.

On-Ramp Widening, Eastbound SR-91 Freeway at Beach Boulevard, Buena Park, CA

Engineering Manager: Mr. Chamaa was the Engineering Manager for the geotechnical investigation and materials testing and inspection services for the widening of the Eastbound SR-91 Freeway On-Ramp at Beach Boulevard for the City of Buena Park, a Caltrans oversight project. An environmental investigation and Aerially Deposited Lead study was also performed.

Plant No. 1 Sludge Dewatering Project, Fountain Valley, CA

Engineering Manager: Mr. Chamaa was the Engineering Manager for the construction materials testing and inspections for the sludge dewatering project at Plant 1 for Orange County Sanitation District. This project was to enhance the use of existing digesters, and replace the existing sludge handling facility. The new dewatering equipment will remove more water from the biosolids than existing facilities, which in turn will reduce the hauling cost to remote sites.

Warner Avenue Sinkhole Emergency Response, Huntington Beach, CA.

Engineering Manager: Mr. Chamaa was the Engineering Manager for an emergency response to assist the City of Huntington Beach and the County of Orange to investigate the cause of a sinkhole which formed in one of the main thoroughfares within the City of Huntington Beach. The sinkhole was approximately 17 feet by 14 feet and 20 feet in depth. The sinkhole destroyed the existing manhole, water main and multiple sewer line connections. AESCO provided on the spot geotechnical recommendations for the shoring system, dewatering program, and repair mitigation.

Ranger Sewer Lift Station No. 16 – City of Huntington Beach

Engineering Manager: Mr. Chamaa was the Engineering Manager for the geotechnical investigation and the materials testing and inspection for construction of Ranger Sewer Lift Station No. 16 in the City of Huntington Beach. The new lift station was 24 feet by 24 feet in plan dimension and was placed at a depth of 18 feet below the existing ground surface. Recommendations were made for a mat foundation, dewatering during construction, waterproofing, pipe bedding, lateral pressures, and shoring.

Belmont Pool Rebuild-Revitalization-City of Long Beach

Engineering Manager: Mr. Chamaa was the Engineering Manager for the geotechnical and Phase II environmental investigation for the new Belmont Pool for the City of Long Beach. The project generally consists of constructing an indoor pool which is approximately 85 feet by 190 feet in plan dimension housed inside an approximately 60, 000 square foot structure. An outdoor pool with a plan dimension of approximately 85 feet by 185 feet will be located just east of the structure.



Russell Scharlin

Senior Geotechnical Engineer/Quality Control Manager, P.E., G.E.

Russell Scharlin is a senior geotechnical engineer with over 30 years of experience in civil and geotechnical engineering. Primary responsibilities include performing all aspects of construction management, geotechnical engineering and environmental studies. Mr. Scharlin has provided design and construction management services related to pavements and foundations for numerous structures, bridges, pump stations, freeways, tanks, communication towers and other structures.

Education:
M.S., Civil
Engineering
(Geotechnical),
University of
California at Davis

B.S., Civil
Engineering,
University of
California at Davis

40-hour Health and
Safety Training

Registrations:
Geotechnical
Engineer, State of
California
Civil Engineer, State of
California
(Mr. Scharlin is also
registered in several
other states.)

Specific Project Experience

Seismic Remediation-Elevated Roadway-John Wayne Airport, Santa Ana

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for the seismic retrofit of the bridge structure located at the John Wayne Airport. The project was for the County of Orange and Caltrans. The project consisted of installation of 64 steel column casings at select concrete column locations, enlargement of selected foundation pile caps, installation of new expansion joints at terminal vehicle ramps and walkways, detensioning and retensioning of slab tendons and miscellaneous pavement and sidewalk improvements. Also prepared the Construction Quality Control Plan and the Welding Quality Control Plan.

Algonquin Lift Station No. 10, Huntington Beach, CA.

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for the geotechnical investigation and construction materials testing and inspections for the demolition and replacement of an existing lift station and some of the associated piping with a new lift station located approximately 50 feet south of the existing station for the City of Huntington Beach. The new lift station consisted of a concrete vault with a footprint area of approximately 10 feet by 10 feet and about 30 feet to 35 feet in depth.

Sand Canyon Grade Separation-Irvine, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for the materials testing and inspections for the Sand Canyon Grade Separation project at the 5 Freeway in Irvine. The project includes the construction of a rail underpass, retaining walls, railroad relocation, storm drains, utility relocations, Sand Canyon Avenue relocation, and a new pump station. Third parties involved in the project include the City of Irvine, the Southern California Regional Rail Authority, Caltrans, and the Irvine Ranch Water District.

Roadway Improvements-Nichols Avenue, Huntington Beach, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for the geotechnical investigation for roadway improvements of Nichols Lane for the City of Huntington Beach. Pavement and subgrade recommendations for rehabilitation of the existing pavement were provided for an area which included heavy trash truck traffic. Traffic control plans and traffic control were also performed.



Auto Center Drive/BNSF Railroad Grade Separation-Corona, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for the geotechnical and materials testing and inspection services for the project which was for Riverside County Transportation Commission and the City of Corona. The project consists of constructing a four-lane overcrossing at Auto Center/BNSF railroad tracks. Construction required a bypass roadway, associated roadway improvements, retaining walls, storm drain, sewer line, utilities, and CIDH piling foundations.

Olinda Landfill-Gas to Energy Facilities – City of Yorba Linda, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for construction materials testing and inspection services during construction of the gas to energy facilities at the Brea-Olinda landfill for the City of Yorba Linda and the County of Orange. The facilities included the installation of gas turbines mounted on concrete slabs, a combustion turbine generator, chilled water systems, polishing systems, compressed air systems, a step-up transformer, switch gears, axillary transformers, a main building and control room, trenching and piping, and miscellaneous structures. New access roads were also constructed.

Warner Avenue Gravity Sewer Lift Station C – City of Huntington Beach, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for the construction materials testing and inspection and for the geotechnical and environmental Phase II investigations for a new lift station facility. The project consisted of the replacement of the existing Lift Stations B and C and the Sunset Beach Sanitary Lift Station with a new Lift Station C. The submersible lift station incorporated a 14 foot by 26 foot by 22 foot deep wet well. The bottom of the well foundation was approximately 26 to 27 feet below existing grade. The new lift station also included an 8-foot deep valve vault which was 15 feet by 10 feet in plan dimension, a 60 kW outdoor generator, and electrical panels.

Ranger Sewer Lift Station No. 16 – City of Huntington Beach, CA

Geotechnical Engineer: Mr. Scharlin was the Geotechnical Engineer for the geotechnical investigation and the materials testing and inspection for construction of Ranger Sewer Lift Station No. 16 in the City of Huntington Beach. The new lift station was 24 feet by 24 feet in plan dimension and was placed at a depth of 18 feet below the existing ground surface.

State College Boulevard Grade Separation-Fullerton, CA

Quality Control Manager: Mr. Scharlin is the Quality Control Manager for the replacement of the at-grade railroad crossing by construction an underpass for State College Boulevard beneath the existing BNSF railroad. The City of Fullerton and the Orange County Transportation Authority (OCTA) are constructing a vehicle undercrossing at the intersection of State College Boulevard and the Burlington Northern Santa Fe Railway. The roadway will be lowered between Santa Fe Avenue to the north to approximately 500 feet south of Valencia Drive to the south. Construction consists of a temporary railroad shoo-fly, a railroad bridge, retaining walls, a pump station, pavement and utilities reconstruction. AESCO has performed QA inspection and testing for earthwork, foundation installation, concrete, reinforcing steel and pavement reconstruction.



Amer Hazboon

Senior Engineer, P.E.

Mr. Hazboon has 21 years of professional experience specializing in environmental remediation, feasibility testing and design. He has extensive experience in developing remedial programs for hazardous soil and groundwater, providing design-build services, providing necessary reporting for regulatory compliance, performed methane mitigation and inspection services, and California UST Operator Inspection services. Mr. Hazboon has also served as the Health and Safety officer on numerous projects. Mr. Hazboon's has experience with a wide range of water, wastewater, and storm water management projects, including water quality assessments; water resources development, treatment, and distribution; and wastewater collection, conveyance, treatment, and disposal/reuse including "grey water" system design and construction.

Specific Project Experience

Olinda Landfill-Gas to Energy Facilities-DCO Energy for County of Orange, Yorba Linda, CA

Health and Safety Officer and Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the monitoring of the excavations during grading operations during construction of the gas to energy facility at the Brea-Olinda landfill. Performed the QA/QC during installation of the methane barrier system during construction to maintain compliance with local regulations and design specifications. Observed the installation of the Liquid Boot methane system, the HDPE moisture barrier system, observed the membrane and barrier testing, and testing of the active subsurface methane gas mitigation system. Test results were documented on daily inspection logs and a Final Closeout Report was prepared.

Belmont Pool Rebuild-Revitalization-City of Long Beach

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the Phase II environmental investigation for the new Belmont Pool for the City of Long Beach. The project generally consists of constructing an 85 foot by 190 foot indoor pool housed inside an approximately 60, 000 square foot structure and an 85 foot by 185 foot outdoor pool. Soil and water samples were tested for hydrocarbons and soils were tested for heavy metals. A study of soil methane gas was also conducted.

Van's Skate Park and Retail Structure-City of Huntington Beach

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the Phase II environmental study for the Van's Skate Park and Retail Building in the City of Huntington Beach. Several borings were performed and nested gas probes were installed at depths of 5 feet and 10 feet below grade for methane gas testing. Pressure measurements of O₂, CO₂ and methane concentrations were recorded. Soil samples were tested for the presence of hydrocarbons, volatiles and heavy metals.

Goodyear Tire Facility-Goodyear Tires

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for a Phase II environmental investigation at a closed Goodyear tire facility in the City of Anaheim. Soil samples were collected

Education:

M.B.A., University of Phoenix, Costa Mesa, CA

B.S., Civil Engineering, California Polytechnic University, Pomona, CA

40-hour Health and Safety Training

Registrations:

Civil Engineer, State of California

Certifications:

*Registered Deputy Inspector for the City of Los Angeles, Methane Mitigation Systems
ICC Certified California UST System Operator
Certified Liquid Boot Inspector
Certified Tremco Barrier Inspector
Hazardous Waste Operations and Emergency Response (HAZWOPER) 40 HR Training*



and tested after the removal of eight existing hydraulic lifts. Confirmation sampling and testing was performed to identify if any total petroleum hydrocarbons concentrations exceeded action levels set by the Anaheim Fire Department, Hazardous Materials Section.

Pachappa Railroad Bridge-SEMA Construction for Caltrans

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the hazardous waste profiling of railroad ballast and subsurface soil for the Pachappa Bridge project in Cathedral City. Provided field sampling and prepared summary and recommendations report for hazardous waste assessment and management.

Soil Berm Installations-Marine Corp Base, Camp Pendleton

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the excavation, relocation, and grading of soil berms at the Marine Corps Base Camp Pendleton. Provided field oversight and reviews, including construction coordination and scheduling.

Leaking Underground Storage Tank Remedial Action Plan-Orange County Sanitation Districts

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for a feasibility study, corrective action plan, and preparation of a remedial design for leaking UST's at the Auto Shop area of the Orange County Sanitation District (OCSD) Plant No.1 using SVE and GWE for two phase remediation.

East Side Redevelopment Zone-City of West Hollywood

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for multiple Phase 1 environmental site assessments (ESA's) and environmental compliance activities in support of the redevelopment of the City of West Hollywood's East Side Redevelopment Zone. Industrial uses in the area have included manufacturing, automotive repair, metal plating, gas and electric utilities and dry cleaning facilities, which may have resulted in the contamination of soil and groundwater at certain sites. Provided guidance and potential cleanup options and remedial costs.

Watershed Sanitary Survey-Cucamonga Valley Water District

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for a Watershed Sanitary Survey (WSS) of local surface water watersheds as required by Title 22, Division 4, Chapter 17, Article 7, of the California Code of Regulations. Performed a comprehensive evaluation of the local surface water from the Day Canyon, East Etiwanda Canyon, and Cucamonga Canyon watersheds. This evaluation included extensive reviews and analyses of water pipelines, connections, storage systems, pump stations, treatment facilities, and other associated infrastructure.

West Riverside Landfill-Riverside County Department of Waste Resource

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the retrofit and the gas collection system at the West Riverside Landfill. The project involves the removal, relocation, and retrofitting of existing utilities, gas collection components, and associated underground infrastructure.



Debra Perez

Project Manager

Debra Perez has been a project manager for various geotechnical and environmental engineering projects for over 30 years. Ms. Perez has been project manager for a variety of projects including construction of new above ground oil storage tanks for ARCO, City of Lynwood Senior Center, new natural gas pipelines and steam generating facilities for Southern California Edison, several freeway and road projects including new embankment fills, new bridges, grade separations, pavement design and survey of existing road conditions, and new telecommunications facilities throughout California. Ms. Perez' experience includes hazardous waste investigations, supervision of the soils laboratory and preparing reports for compaction, preliminary soil investigation, distress investigation, and slope repair projects.

Education:
*Civil Engineering,
Graduate Studies
Program,
California State
University, Long
Beach, California*

*B. S., Renewable
Natural Resources,
University of
California, Davis, 1978*

Specific Project Experience

Gold Line Foothill Extension Phase 2B, Azusa to Montclair, Los Angeles County, CA

Project Manager: Ms. Perez was the Project Manager for the geotechnical investigation for drainage and road crossings for the Gold Line Foothill Extension Azusa to Montclair project for the Los Angeles County Metropolitan Transportation Authority. The project follows the right-of-way (ROW) of the old Atchison, Topeka and Santa Fe Railway's Second Division through the Foothill Cities.

Belmont Pool Rebuild-Revitalization, City of Long Beach, CA

Project Manager: Ms. Perez was the Project Manager for a geotechnical and Phase II environmental investigation for the new Belmont Pool for the City of Long Beach. The project generally consists of constructing an indoor pool which is approximately 85 feet by 190 feet in plan dimension housed inside an approximately 60,000 square foot structure. The structure will include a second-story banquet facility, locker rooms, restrooms, pool storage, offices and a basement level mechanical room. An outdoor pool with a plan dimension of approximately 85 feet by 185 feet will be located just east of the structure. There will also be a restaurant near the southwest side of the structure. Two small pools will also be constructed; a teaching pool just south of the indoor pool and an outdoor recreation pool just south of the outdoor pool. Soil samples were collected and tested for hydrocarbon, heavy metals, volatile organics, and BTEX. Water samples were collected and tested for the presence of petroleum hydrocarbons and motor oil. Geotechnical recommendations were provided for prestressed concrete piles and drilled pier foundations. Recommendations for shallow foundations were also provided. Recommendations were also provided for a basement structure including shoring and excavation.

Sewer Lift Station Replacement Project-Algonquin Lift Station No. 10, Huntington Beach

Project Manager: Ms. Perez was the Project Manager for the geotechnical investigation and construction materials testing and inspections for the demolition and replacement of an existing lift station and some of the associated piping with a new lift station located approximately 50 feet south of the existing station. The new lift station consisted of a concrete vault with a footprint area of approximately 10 feet by 10 feet and about 30 feet to 35 feet in depth.



Ranger Sewer Lift Station No. 16-City of Huntington Beach

Project Manager: Ms. Perez was the Project Manager for the geotechnical investigation and the materials testing and inspection for construction of Ranger Sewer Lift Station No. 16 for the City of Huntington Beach. The new lift station was 24 feet by 24 feet in plan dimension and was placed at a depth of 18 feet below the existing ground surface. Recommendations were made for a mat foundation, dewatering during construction, waterproofing, pipe bedding, lateral pressures, and shoring.

Auto Center Drive/BNSF Railroad Grade Separation, Corona, CA

Project Manager: Ms. Perez was the Project Manager for the geotechnical and materials testing and inspections for the Auto Center Drive grade separation project for the City of Corona and Riverside County Transportation Commission. The project consisted of constructing a four-lane overcrossing at Auto Center/BNSF railroad tracks. Construction required a bypass roadway, other roadway improvements, retaining walls, utilities and CIDH piling foundations.

On-Ramp Widening, Eastbound SR-91 Freeway at Beach Boulevard, Buena Park, CA

Project Manager: Ms. Perez was the Project Manager for the geotechnical investigation and materials testing and inspection services for the widening of the Eastbound SR-91 Freeway On-Ramp at Beach Boulevard for the City of Buena Park, a Caltrans oversight project. An environmental investigation and Aerially Deposited Lead study was also performed.

State College Boulevard Grade Separation, Fullerton, CA

Project Manager: Ms. Perez was the Project Manager for the replacement of the at-grade railroad crossing by construction an underpass at State College Boulevard beneath the existing BNSF railroad for the City of Fullerton. Construction consists of a temporary railroad shoo-fly, a railroad bridge, retaining walls, a pump station, pavement and utilities reconstruction.

Lambert Park – City of Huntington Beach, Department of Public Works

Project Manager: Ms. Perez was the Project Manager for a geotechnical investigation for a repair of a failing slope at the existing park. The slope is 40 feet high and inclined at 1.5:1 (H:V). The investigation included logging and sampling of several borings, laboratory testing, slope stability analyses, and a seismic and geologic review. AESCO provided recommendations for slope repair including reconstructing the base of the slope in 10-foot wide sections. A buttressing wedge was placed at the toe of the slope using compacted crushed aggregate base and keyed 3 feet into the underlying native soils. Above the wedge, horizontal geotextile strips were placed at the surface of the existing slope to reinforce the surficial soils. AESCO monitored the construction activities during the slope repair.

Warner Avenue Gravity Sewer Lift Station C, Huntington Beach, CA

Project Manager: Ms. Perez was the Project Manager for the construction materials testing and inspection and the geotechnical and environmental Phase II investigations for a new lift station facility for the City of Huntington Beach. The project consisted of the replacement of the existing Lift Stations B and C and the Sunset Beach Sanitary Lift Station with a new Lift Station C. The submersible lift station incorporated a 14 foot by 26 foot by 22 foot deep wet well. The bottom of the well foundation was approximately 26 to 27 feet below existing grade. The new lift station also included an 8-foot deep valve vault which was 15 feet by 10 feet in plan dimension, a 60 kW outdoor generator, and electrical panels. The sewer installation was installed over a distance of 1 mile.



Duane Wentworth

Senior Inspector

Mr. Duane Wentworth has over 40 years of experience in Public Works Construction and has managed a variety of civil works projects, programs, and contracts, which required organization and administrative skills as well as professional and/or technical quality control knowledge. Mr. Wentworth has overseen and coordinated Caltrans approved Quality Assurance Programs (QAP) for numerous State and Federal Projects as a Contract Administrator for the City of Huntington Beach. This involved scheduling, tracking and documenting all activities related to construction, progress payments and labor compliance. Mr. Wentworth has also conducted electrical inspections as part of his duties as a public works inspector for the City of Huntington Beach.

Areas of expertise include evaluating bids, overseeing construction activities for the City and outside agency projects to ensure compliance with plans and specifications; this included monitoring schedules and budgets; preparing estimates and evaluating change orders, conducting negotiations, resolving problems, on-site inspections, approving progress payments and other disbursements, coordinating contract administration activities with consultants and various agencies, developing and maintaining a system for monitoring the progress of projects and programs as assigned, evaluating consequences of changes and advise, preparing written technical and statistical reports, prepares reimbursement reports for various funding agencies, monitoring projects for adherence to Federal and State labor laws.

Specific Project Experience

Trinidad Lift Station-City of Huntington Beach

Senior Inspector and Quality Control Supervisor: Mr. Wentworth was the Senior Inspector and Quality Control Supervisor for the quality assurance inspection and materials testing services for replacement of the existing Trinidad Lift Station No. 29 on Trinidad Lane, installation of a sewer force main on Trinidad Lane, north of Aquarius Drive, restoration of existing public and private improvements, and asphalt pavement removal and replacement for the City of Huntington Beach. Mr. Wentworth performed inspection of all phases of traffic signal construction including poles and foundations, duct work, electrical supply and metering, safety lighting, vehicle detection (loop detectors and video), conductors, and controller installation and testing.

Orangethorpe Avenue Grade Separation Project- Stantec/OCTA

Quality Assurance/Quality Control Manager: Mr. Wentworth was the Quality Assurance/Quality Control Manager for the Orangethorpe Avenue Grade Separation Project located in Anaheim, California. This overcrossing project consisted of construction of a roadway bridge over Orangethorpe Avenue, while preserving the Burlington Northern Santa Fe (BNSF) mainline tracks at existing grade. The project also included various roadway improvements, retaining walls, utilities,

Education:
University of California, Berkeley Extension. Certificate for Construction Inspection of Traffic Signals and Highway Lighting Systems

California State University, Long Beach. Major: Mechanical Engineering

Orange Coast College. A.A. Engineering

Professional Certifications:
Caltrans Resident Engineers Academy. Asphalt Materials from the Asphalt Institute



and CIDH piling foundations as well as two additional structures for Chapman Avenue and Miller Street to connect to the elevated Orangethorpe Avenue. Responsibilities included scheduling quality assurance (QA) inspections to achieve compliance with the contract documents, plans, and specifications on all phases of construction inspection of paving, structures, grading, drainage, sewer, water, utility relocation, electrical installation, sign installation, and landscaping items. Verified implementation and enforced the quality control (QC) inspection and material requirements in accordance with the contract documents and contractor quality control program (CQCP). Conducted oversight of QA testing and inspection when performed by independent assurance testers, prepared daily status reports for the Orange County Transportation Authority (OCTA).

Ranger Sewer Lift Station No. 16 – City of Huntington Beach

Electrical Inspector: Mr. Wentworth was the Electrical Inspector during construction of Ranger Sewer Lift Station No. 16 in the City of Huntington Beach. The new lift station was 24 feet by 24 feet in plan dimension and was placed at a depth of 18 feet below the existing ground surface. Recommendations were made for a mat foundation, dewatering during construction, waterproofing, pipe bedding, lateral pressures, and shoring. Inspected all phases of construction for multiple sewer lift stations including excavation and shoring, gravity and force main construction, structural concrete, pumps and Inspected related electrical items, including the 240v 3-phase electrical supply and metering, transformers, proper grounding and bonding of all electrical systems, automated controls and sensors, telemetry, standby generator systems, and temporary pump and bypass systems.

Warner Avenue Sinkhole Emergency Response-City of Huntington Beach and County of Orange

Electrical Inspector: Mr. Wentworth was the Electrical Inspector for an emergency response to assist the City of Huntington Beach to investigate the cause of a sinkhole which formed in one of the main thoroughfares within the City. The sinkhole was approximately 17 feet by 14 feet and 20 feet in depth. The sinkhole destroyed the existing manhole, water main and multiple sewer line connections. AESCO provided on the spot geotechnical recommendations for the shoring system, dewatering program, and repair mitigation. Inspected all phases of construction for multiple sewer lift stations including excavation and shoring, gravity and force main construction, structural concrete, pumps Inspected related electrical items, including the temporary electrical supply and temporary pump and bypass systems.

Beach Boulevard Water Main Extension Project-City of Huntington Beach and Caltrans

Senior Inspector: Mr. Wentworth was the Senior Inspector for a 1500 foot extension of a water main on Eastbound Beach Boulevard between South Warner Avenue and Robidoux Drive and West Beach Boulevard to East Beach Boulevard at Holt in the Caltrans right-of-way. The testing and inspections included the placement of all structural fill and backfill, concrete testing and inspection, subgrade and aggregate base placement and compaction, asphalt paving construction (base and surface layers), rubber asphaltic concrete, slurry backfill, and inspection of ductile iron and pvc water lines, valves, fittings and the existing lines connections.



David J. Ryan

Senior Engineer, P.E.

Registered civil engineer with over 40 years of experience as materials testing, special inspection services manager. Responsible for laboratory and field testing services on materials such as concrete, soils, aggregates, reinforcing steel, structural steel, high strength bolting and welded structures.

*B.S., Civil
Engineering,
University of Illinois,
Champaign-Urbana,
1973*

*Registrations:
California No. C49661
(Civil)*

Specific Project Experience

Beach Boulevard Water Main Extension Project-City of Huntington Beach and Caltrans

Senior Inspector: Mr. Wentworth was the Senior Inspector for a 1500 foot extension of a water main on Eastbound Beach Boulevard between South Warner Avenue and Robidoux Drive and West Beach Boulevard to East Beach Boulevard at Holt in the Caltrans right-of-way. The testing and inspections included the placement of all structural fill and backfill, concrete testing and inspection, subgrade and aggregate base placement and compaction, asphalt paving construction (base and surface layers), rubber asphaltic concrete, slurry backfill, and inspection of ductile iron and pvc water lines, valves, fittings and the existing lines connections.

Village at Westfield/Topanga Retail Mall, Canoga Park, CA

Senior Engineer: Mr. Ryan was the Senior Engineer for materials testing and inspection during expansion of the existing mall for Westfield Property LLC. The project included a parking garage, a new Costco Retail store and a tri-level mall retail area. Testing and inspection included concrete batch plant, concrete piles and logging, rebar, structural steel, masonry, fireproofing high strength bolting, aggregate, welding, mass grading, utility excavations, footing inspections, subgrade, base material evaluation, compaction, and asphaltic concrete.

Long Beach Main Pumping Plant, Los Angeles County Sanitation District, Long Beach, CA

Senior Engineer: Mr. Ryan was the Senior Engineer for the quality control inspection and materials testing and geotechnical engineering services for the contractor for the Los Angeles County Sanitation District for the New Main Pumping Plant. The project involved a 50-foot wet well next to the existing plant along the 710 Freeway, adjacent to the Port of Long Beach. Forty separate structural concrete pours were performed below grade which required mass concrete-thermal control.

Gerald Desmond Bridge Replacement, Port of Long Beach, CA

Laboratory Quality Control Manager: Mr. Ryan was the Laboratory Quality Control Manager for production testing of all reinforcing steel splices in accordance with Caltrans procedures for the replacement of the existing bridge. Sampling and testing were performed for rebar welded hoops, couplers, and reinforcing bars during construction of the foundations for the new bridge.

Lakeview Avenue Grade Separation, Anaheim and Yorba Linda, CA

Senior Engineer: Mr. Ryan was the Senior Engineer for preparation of the QC/QA manual and supervised materials testing and inspection during construction of a new railroad grade separation at the BNSF track. The project included railroad bridges, retaining walls, depressed roadways, utility relocations, roadway bridges, channel walls and drainage ditches.



Design/Build Modernization for Terminal 1, Redevelopment Program for Terminal 7 and Modernization of Terminal 6, Los Angeles World Airport for the City of Los Angeles, CA

Senior Engineer: Mr. Ryan was the Engineering Manager for the special inspection and testing for three design/build projects at terminals 1, 6 and 7 for Southwest and United Airlines and for Westfield Properties. The scope of work included testing of the subgrade, base and concrete pavement for aprons, and asphaltic concrete tests on the areas between taxiways and utility trenches on the operation areas of the airport. Inside the terminals, concrete, masonry, fireproofing, structural steel with high strength bolting and welding special inspections were provided on a 24/7 basis during construction to seismically upgrade the 45 year old structures. Supervised a work force of eight inspectors working 2 shifts per day which was required to complete the project while keeping the terminals open.

Indian Springs Athletic Complex, San Bernardino County, CA

Senior Engineer: Mr. Ryan supervised and reviewed the geotechnical recommendations for foundation design for the proposed stadium, running track, field and aquatics center structures and masonry side walls for the San Bernardino Unified School District. Mr. Ryan also supervised the caisson and footing installations, offsite fabrication of the stadium and construction of the pools.



Andrew Stone

Project Geologist, C.G., C.E.G.

Mr. Stone's experience spans over 27 years of engineering geology and project management and covers a wide variety of engineering geology projects. He has worked successfully for and with industrial, residential and commercial developers, master community planners, design engineers and governmental agencies. He has extensive experience in all aspects of engineering geology.

Specific Project Experience

Foothill Transport Corridor, Orange County, CA

Project Geologist: Mr. Stone was the Project Geologist for alignment feasibility studies from San Clemente to Rancho Santa Margarita through highly varied geologic structure and numerous large ancient landslides.

Education:
B.S., Geology,
California State
University, Los
Angeles, 1982

Post-Graduate Studies
in Geology, California
State University, Los
Angeles

Registrations:
California No. 5166
(Geologist)
California No. 1648
(Engineering
Geologist)

Antonio Parkway San Juan Creek, Orange County, CA

Project Geologist: Mr. Stone was the Project Geologist for a subsurface investigation and geotechnical construction monitoring for driven-pile supported 800-foot span bridge crossing San Juan Creek in San Juan Capistrano.

Student Housing, California State University, Los Angeles, CA

Project Geologist: Mr. Stone was the Project Geologist for a subsurface investigation for renovation project of on-site student housing in complexly folded Monterey Formation.

Muddy Canyon Dam, Orange County, CA

Project Geologist: Mr. Stone was the Project Geologist for the sighting and foundation investigation for the proposed Muddy Canyon Dam adjacent Crystal Cove State Park. Cooperative effort with D.S.O.D. geotechnical staff was instrumental in gaining project approval.

Santa Margarita Water District, Santa Margarita, CA

Project Geologist: Mr. Stone was the Project Geologist for several sighting studies, geologic investigations and construction monitoring for SMWD tank sites, dams, lift stations and pipeline projects throughout the south Orange County area.

Calico Solar Plant Access Bridge, Barstow, CA

Project Geologist: Mr. Stone was the Project Geologist for the geotechnical investigation for foundation design for the Calico Solar Plant Access Bridge in the Barstow area of San Bernardino County. The project consisted of the bridge structure and retaining walls for the BNSF railroad.

SurfCam Building Slope Stabilization, San Onofre, CA

Project Geologist: Mr. Stone was the Project Geologist for the slope stabilization project in San Onofre, CA. Observed production drilling and installation of tieback anchors, verifying minimum target depths; recorded and plotted data generated during proof, performance and extended creep testing for each anchor tendon; prepared formal report summarizing drilling, installation and test results of the anchor stressing.



Widening of the 91 Freeway, Orange and Riverside Counties, CA

Project Geologist: Mr. Stone was the Project Geologist for the geologic assessment for retaining walls constructed as part of the freeway widening. The widening project included the construction of new lanes on the east and westbound sides, new retaining walls, bridges, etc.



Omar Chamaa

Inspector and Field Engineer, E.I.T.

Mr. Omar Chamaa has over 11 years of experience in the field and in laboratory testing and inspection of construction materials such as concrete, steel, anchors, soils and grading. Mr. Chamaa, performed construction materials testing and inspections for multiple Caltrans and OCTA projects, which included bridges, roadways, utilities, foundations, pipeline installations, lift stations and retaining wall construction. Mr. Chamaa was responsible for construction material approval, such as: select fill, foundation excavation, slope cut, steel installation, and concrete mix design for various projects. He attended construction meetings to discuss material approvals, deficiencies, modifications, as well as providing final observation reports to the client.

Specific Project Experience

Warner Avenue Gravity Sewer Lift Station C, Huntington Beach, CA

Inspector: Mr. Chamaa was the Inspector for the construction materials testing and inspection and the geotechnical and environmental Phase II investigations for a new lift station facility for the City of Huntington Beach. The project consisted of the replacement of the existing Lift Stations B and C and the Sunset Beach Sanitary Lift Station with a new Lift Station C. The submersible lift station incorporated a 14 foot by 26 foot by 22 foot deep wet well. The bottom of the well foundation was approximately 26 to 27 feet below existing grade. The new lift station also included an 8-foot deep valve vault which was 15 feet by 10 feet in plan dimension, a 60 kW outdoor generator, and electrical panels. The sewer installation was installed over a distance of 1 mile.

Sand Canyon Grade Separation, Irvine, CA

Inspector: Mr. Chamaa was the Inspector for the materials testing and inspections for the Sand Canyon Grade Separation project at the 5 Freeway in Irvine. The project includes the construction of a rail underpass, retaining walls, railroad relocation, storm drains, utility relocations, Sand Canyon Avenue relocation, and a new pump station. Third parties involved in the project include the City of Irvine, the Southern California Regional Rail Authority, Caltrans, and the Irvine Ranch Water District.

Perris Valley Line Commuter Rail Extension Project, Riverside County, CA

Inspector: Mr. Chamaa was the Inspector for the quality control inspection and materials testing services. The project involves a 24-mile extension of the existing 512-mile Metrolink commuter rail system. Testing and Inspection services are being provided for the track, grade crossings, structures, railroad stations (Riverside Hunter Park Station, Moreno Valley/March Field Station, Downtown Perris Station and South Perris Station) and the layover facility.

Education:

California State University, Long Beach. B.S. Civil Engineering, 2009.

Professional Certifications:

EIT
ICC Certified Concrete Inspector
CalTrans Certificate of Proficiency, Flexural Strength of PCC, Grading, Compressive Strength, Concrete Curing, Making Beams, Rapid Set Concrete, etc.
City of Newport Beach Registered Deputy Building Inspector
City of Garden Grove Registered Deputy Building Inspector
ACI Certified, Concrete Field Testing Technician
ACI Certified, Concrete Laboratory Testing Technician
City of Long Beach Registered Deputy building Inspector
City of Riverside Registered Deputy Inspector
Certified Radiation Safety and Nuclear Gage Operator



First Street Bridge Replacement, City of Santa Ana, CA

Inspector: Mr. Chamaa was the Inspector for the construction materials testing and inspections during the replacement of the bridge. Geotechnical services consisted of pile driving parameters evaluation and selection of fill materials. Testing and inspections were conducted on piles, welding, structural steel, precast concrete, concrete, asphalt, mix designs, etc.

State College Boulevard Grade Separation, Fullerton, CA

Inspector: Mr. Chamaa was the Inspector for the replacement of the at-grade railroad crossing by construction an underpass for State College Boulevard beneath the existing BNSF railroad. The City of Fullerton and the Orange County Transportation Authority (OCTA) are constructing a vehicle undercrossing at the intersection of State College Boulevard and the Burlington Northern Santa Fe Railway. The roadway will be lowered between Santa Fe Avenue to the north to approximately 500 feet south of Valencia Drive to the south. Construction consists of a temporary railroad shoo-fly, a railroad bridge, retaining walls, a pump station, pavement and utilities reconstruction. AESCO has performed QA inspection and testing for earthwork, foundation installation, concrete, reinforcing steel and pavement reconstruction.

Sewer Lift Station Replacement Project, Algonquin Lift Station No. 10, Huntington Beach, CA

Inspector: Mr. Chamaa was the Inspector for the geotechnical investigation and construction materials testing and inspections for the demolition and replacement of an existing lift station and some of the associated piping with a new lift station located approximately 50 feet south of the existing station. The new lift station consisted of a concrete vault with a footprint area of approximately 10 feet by 10 feet and about 30 feet to 35 feet in depth.

Ranger Sewer Lift Station No. 16, City of Huntington Beach, CA

Inspector: Mr. Chamaa was the Inspector for the geotechnical investigation and the materials testing and inspection for construction of Ranger Sewer Lift Station No. 16 in the City of Huntington Beach. The new lift station was 24 feet by 24 feet in plan dimension and was placed at a depth of 18 feet below the existing ground surface.

Broadcom Headquarters, Irvine, CA

Inspector: Mr. Chamaa was the Inspector and Quality Control Manager for the two bridge structures during the first phase of construction. One bridge on the north side has two lanes, two sidewalks and planters and is for access to the new structures. This bridge is approximately 180 feet by 90 feet in plan dimension. The second bridge consists of a pedestrian plaza with a fire lane access and is approximately 450 feet by 150 feet in plan dimension. Marine Way will extend beneath the bridge allowing access to the Great Park in Irvine. Materials testing and inspections consisted of reinforcing steel and concrete for footings, columns, retaining walls, bridge deck, approach slabs, wing walls, Caltrans barrier rails, and Caltrans sidewalks. Pile caps, post-tensioning for the foundations and slabs were also inspected as well as the electrical layouts, falsework for the bridge deck and concrete forms.



Giovanni Mikhael

Inspector

Mr. Mikhael, has over 11 years of experience in the field and in construction materials testing and inspection services for concrete, masonry, steel, anchors, soils, and grading. He is experienced in performing compaction testing, foundation inspections and subgrade inspection and testing.

Specific Project Experience

Widening of the 91 Freeway, Orange and Riverside Counties, CA

Inspector: Mr. Mikhael was the Inspector for the materials testing and inspection during the widening of the 91 Freeway. The widening project includes the construction of new lanes on the east and westbound sides, new retaining walls, bridges, etc. The testing and inspection services included a review of the concrete mix designs, concrete testing and inspection, concrete batch plant inspection, pile inspection and logging, rebar inspection, aggregate testing, welding inspection, subgrade testing and inspection, base material evaluation and testing, compaction testing and inspection, retaining wall footings, rapid set concrete, masonry, MSE backfill, and asphaltic concrete testing.

Sand Canyon Grade Separation, OCTA/Caltrans, CA

Inspector: Mr. Mikhael was the Inspector for the Sand Canyon Grade Separation project at the 5 Freeway in Irvine. The project includes the construction of a rail underpass, retaining walls, railroad relocation, storm drains, utility relocations, Sand Canyon Avenue relocation, and a new pump station. Mr. Mikhael performed inspection and testing of the compaction, asphalt, subgrade, structural backfill, and foundation excavations.

Perris Valley Line Commuter Rail Extension Project-AMES Construction for Riverside County Transportation Commission

Inspector: Mr. Mikhael was the Inspector for the quality control inspection and materials testing services for the Perris Valley Line Extension Rail Project in Riverside County, CA. The project involves a 22-mile extension of the existing 512-mile Metrolink commuter rail system. Testing and Inspection services including compaction, asphalt, structural backfill, concrete batch plant inspection are being provided for the track, grade crossings, structures, railroad stations (Riverside Hunter Park Station, Moreno Valley/March Field Station, Downtown Perris Station and South Perris Station) and the layover facility. Mr. Mikhael performed inspection and testing of compaction, asphalt, structural backfill, and concrete batch plant inspection.

Newport Force Main Rehabilitation, Orange County Sanitation District, CA

Inspector: Mr. Mikhael was the Inspector for the construction materials testing and inspections for the rehabilitation of the Newport Force Main located on West Coast Highway between Dover Drive to 61st Street in Newport Beach. There are two force mains on both sides of the street. Testing and

Education:
B.A., Business, Devry University, in progress

Professional Certifications:

County of Los Angeles Certified Deputy Inspector masonry

County of Los Angeles Certified Deputy Inspector concrete

ICC Structural Masonry Certified Inspector

ICC Reinforced Concrete Certified Inspector

ACI Certified, Concrete Field

Testing Technician Certified Radiation Safety and Nuclear Gage Operator

Caltrans Certificate of Proficiency for: Air Content, Freshly

Mixed Concrete, Pressure, Density of Fresh Concrete, Flexural Strength of PCC (Fabrication only),

Ball Penetration in Fresh Portland Cement

Cement Concrete, Sampling Freshly Mixed

Concrete, PCC

Cylinder Fabrication, Slump of Fresh Portland Cement

Concrete, Temperature of Freshly Mixed Portland Cement

Concrete TWIC Card



inspections included compaction and density testing of asphalt and subgrade and concrete testing and inspections. Inspections and testing of compaction and density testing of asphalt pavement, and subgrade and concrete testing and inspections were performed.

Warner Avenue Sinkhole Emergency Response, City of Huntington Beach and County of Orange, CA

Inspector: Mr. Mikhael was the Inspector for an emergency response to assist the City of Huntington Beach to investigate the cause of a sinkhole which formed in one of the main thoroughfares within the City. The sinkhole was approximately 17 feet by 14 feet and 20 feet in depth. The sinkhole destroyed the existing manhole, water main and multiple sewer line connections.



Tariq Abdullah
Laboratory Supervisor

Mr. Tariq Abdullah has over 15 years of experience in the field and in laboratory testing of construction materials such as concrete, steel, asphalt, and soils. Tariq is experienced in conduction testing in accordance with ASTM, AASHTO and Caltrans. Mr. Abdullah is proficient in conducting sieve analysis, testing of asphalt concrete using Marshall Max, specific gravity (Rice), ignition method for extraction/gradation, flow stability and moisture content from microwave oven methods. He is adept in the use of Hveem method for stability and paraffin max density for specific gravity at 25 degrees Celsius. Tariq has also tested and fabricated concrete cylinders, mortars, prisms, masonry cores and grout samples to determine concrete strength through use of the compressive strength machine; and is proficient in the laboratory testing of soil including moisture content, plasticity index, expansion, particle size analysis, R-Value, direct shear, consolidation, etc. Mr. Abdullah is also experienced in the testing and inspection of soil and asphalt during grading.

Education:
Karachi University,
Pakistan. B.S.
Geologic Science,
1988.

**Professional
Certifications:**
ACI
Caltrans
NICET

Specific Project Experience

Roadway Construction at Pacific Coast Highway and Alameda, Long Beach, CA

Laboratory Supervisor: Mr. Abdullah performed laboratory testing including wet density tests in accordance with Caltrans 216 test for roadway construction at Pacific Coast Highway and Alameda in Long Beach.

Widening of Taxiway D, Bob hope Airport, CA

Laboratory Technician: Mr. Abdullah performed laboratory testing for the widening of Taxiway D at Bob Hope Airport, Burbank. Testing included asphalt flow and stability (Marshall and Hveem), maximum specific gravity (Rice), bitumen extraction, bulk specific gravity, percent air voids, core density, asphalt extraction, R-value.

Street Rehabilitation, Anaheim, CA

Laboratory Supervisor: Mr. Abdullah performed laboratory testing of asphalt, base and Portland cement concrete for City of Anaheim street projects in accordance with Caltrans procedures.

Repavement of the 710 Freeway, Los Angeles County, CA

Laboratory Supervisor: Mr. Abdullah performed laboratory testing of asphalt for the I-710 repaving project in accordance with Caltrans procedures. Testing included asphalt flow and stability (Marshall and Hveem), maximum specific gravity (Rice), bitumen extraction, bulk specific gravity, percent air voids, core density, asphalt extraction, R-value.

I-5 Freeway Widening, Los Angeles County, CA

Laboratory Supervisor: Mr. Abdullah performed laboratory testing of asphalt, concrete, and backfill for the I-5 Freeway widening and relocation at Alondra for Caltrans.



Kay Alabed

Program Manager

Kay is the founder and president of AESCO Inc. She established the company in 1994 in Baton Rouge, Louisiana as a drilling company, which grew to a full-scale engineering firm. Kay serves as office manager and is in charge of the company's daily operations such as marketing, proposal preparation, project scheduling, client relationships and accounting. She has written numerous computer software programs for the organization and operation of the firm. Kay also has a medical degree in Dentistry and her medical knowledge and experience enables her to serve as the company's health and safety officer. Kay prepared AESCO's Health and Safety Manual, Quality Assurance Program, and oversees the operating procedures for AESCO's nuclear density gauges. She also schedules and budgets many of AESCO's projects. She has been responsible for coordinating and scheduling a variety of projects such as: freeway, grade separations, commercial, dam sites, gasoline service stations, and solid waste sanitary landfill sites.

Education:
B.S., Dental
Medicine, Damascus
University, 1990.

Professional Certifications:
Hazardous Waste
Operations OSHA's
Standard Training
Certificate
Radiation Safety
officer and Nuclear
Gauge Certified

Specific Project Experience

Sand Canyon Grade Separation, Irvine, CA

Project Coordinator: Ms. Alabed was the Project Coordinator for the Sand Canyon Grade Separation project in Irvine for the Orange County Transportation Authority/Caltrans. The project included a railroad shoo-fly and new railroad bridge and CIDH foundations, retaining walls, shoring, pavement, utility installation, a pump station and building construction.

Perris Valley Line Commuter Rail Extension Project, Perris, CA

Project Coordinator: Ms. Alabed was the Project Coordinator for the quality control inspection and materials testing services for the Perris Valley Line Extension Rail Project AMES Construction for the Riverside County Transportation Commission. The project involves a 22-mile extension of the existing 512-mile Metrolink commuter rail system and stations.

Auto Center Drive/BNSF Railroad Grade Separation, Corona, CA

Project Coordinator: Ms. Alabed was the Project Coordinator for the geotechnical and materials testing and inspections for the Auto Center Drive grade separation project for the City of Corona and the Riverside County Transportation Commission. The project consisted of constructing a four-lane overcrossing at Auto Center/BNSF railroad tracks. Construction required a bypass roadway, other roadway improvements, retaining walls, utilities and CIDH piling foundations.

Soundwalls for the 210 Freeway, Los Angeles County, CA

Project Coordinator: Ms. Alabed was the Project Coordinator for the geotechnical investigation for new soundwalls on the 210 Freeway for Caltrans. The project included logging and classification of soil borings, laboratory testing and foundation design recommendations for new bridge and retaining structures and soundwalls. A geologic seismic hazards screening was also performed. Research was conducted on existing geotechnical and geologic reports.



Ruben Rocha

Inspector

Mr. Ruben Rocha has over 12 years of experience in the field performing testing and inspection of construction materials such as concrete, steel, anchors, soils and grading. Mr. Rocha, performed construction materials testing and inspections for multiple Caltrans and OCTA projects, which included bridges, roadways, utilities, foundations, pipeline installations, lift stations and retaining wall construction.

Specific Project Experience

Trinidad Lift Station, City of Huntington Beach, CA

Inspector: Mr. Rocha was the Inspector for the inspection and materials testing services for replacement of the existing Trinidad Lift Station No. 29 on Trinidad Lane, installation of a sewer force main on Trinidad Lane, north of Aquarius Drive, restoration of existing public and private improvements, and asphalt pavement removal and replacement.

Pier G, Berths G230-G236 Terminal Redevelopment North Slip Backlands Development, Port of Long Beach, CA

Inspector: Mr. Rocha was the Inspector for the construction inspection and materials testing for the redevelopment of Berths G230-G236 at Pier G, Port of Long Beach. The new construction consists of a marine operations building, substation housing, waterline and storm drain installations, reefer system installation, electrical/communication duct banks, substation installation, grading, paving, soil handling and disposal, and demolition of existing structures. Inspection and testing included compaction of grading, asphaltic concrete, subgrade, rebar, reinforcing steel, anchor bolts, torque bolts, shear bolts, and epoxy anchor.

Various School Improvement Projects-Los Angeles Unified School District

Inspector: Mr. Rocha was the Inspector for the construction materials testing and inspections for the improvements at various grade school, middle school and high school campuses throughout the LAUSD. Mr. Rocha performed testing and inspections including lightweight concrete, rebar, anchor bolts, compaction, mechanical anchors, epoxy, grout, mortar, pull tests on existing anchors, and pachometer testing.

I-5 Widening and Realignment Project, Santa Fe Springs, CA

Inspector: Mr. Rocha was the Inspector for the materials testing and inspection during the widening and realignment of the I-5 Freeway between Valley View Avenue to just north of Marquardt Avenue in the City of Santa Fe Springs for Caltrans. The widening project includes the reconstruction of a new overcrossing and retaining walls. AESCO is performing the testing and inspection services for the lean concrete base (LCB) and jointed plane concrete for rapid set and regular concrete.

Professional Certifications:
ACI Concrete Field Testing Technician- Grade I
ACI Concrete Laboratory Testing Technician- Grade I
Hazardous Waste Operation
Radiation Safety and Use of Nuclear Gage
Hazardous Materials 40-hour Training
Caltrans Certificate of Proficiency for: Calculations Pertaining to Gradings & SpG, Sampling Highway Materials & Products, Soil & Aggregate Sample Preparation, Sieve Analysis of Fine & Coarse Aggregates, Sand Equivalent, Air Content, Freshly Mixed Concrete, Pressure, Density of Fresh Concrete, Flexural Strength of PCC (Fabrication Only), Ball Penetration in Fresh Portland Cement Concrete, Sampling Freshly Mixed Concrete, PCC Cylinder Fabrication, Slump of Fresh Portland Cement Concrete, Temperature of Freshly Mixed Portland Cement Concrete



State College Boulevard Grade Separation, City of Fullerton, CA

Inspector: Mr. Rocha was the Inspector for the replacement of the at-grade railroad crossing by construction of an underpass for State College Boulevard beneath the existing BNSF railroad. The City of Fullerton and the Orange County Transportation Authority (OCTA) constructed a vehicle undercrossing at the intersection of State College Boulevard and the Burlington Northern Santa Fe Railway. The roadway was lowered between Santa Fe Avenue to the north to approximately 500 feet south of Valencia Drive. Construction included a temporary railroad shoo-fly, a railroad bridge, retaining walls, a pump station, pavement and utilities reconstruction. Mr. Rocha also performed shotcrete inspection.



APPENDIX C SAMPLE FIELD AND TEST REPORTS



17782 Georgetown Lane, Huntington Beach CA 92647
Ph: 714-375-3830 Fax: 714-375-3831
14163 Arrow Boulevard, Fontana CA 92335
Ph: 909-284-9200 Fax: 909-284-9201

Geotechnical • Environmental • Materials Testing • Inspection

SPECIAL INSPECTION REPORT

Building Permit No. _____ Project No.: 20151873 Report No.: 08950

Job Identification / Address: CITY OF HUNTINGTON BEACH CC 1401 Sheet of _____
Contractor / Address: RFP FOR MATERIALS TESTING
Architect / Address: TRINIDAD LIFT STATION NO. 29

Type of Inspection: Reinforced Concrete Prestressed Concrete Masonry Fireproofing
 Welding Rebar Foundation Batch Plant Earthwork
 Bolting Gypsum Asphalt Other **COMPACTNESS**

Inspection Type: Continuous Periodic Test locations shown on attached map

Inspections made, including locations:
OBSERVED & INSPECTED THE BACKFILL & COMPACTION AT THE EXCAVATION FOR THE 5TH EDISON LINE (50' LONG AT TRINIDAD LN AND AQUAVUE DR. PERFORMED DENSITY TESTS AND MOISTURE CONTENTS ON THE COMPACTED NATIVE SOIL BACKFILL. ALL TESTS PASSED THE REQUIRED 90% RELATIVE COMPACTION.

Items requiring 1) correction, 2) correction of previously listed items, and 3) previously listed uncorrected items:

Changes to approved plans authorized by engineer or architect of record:

Additional Inspection:

Comments:

To the best of my knowledge, work inspected was in accordance with the building department approved plans, specifications and applicable workmanship provisions of the IBC except as noted above.

SAMPLES
Set (s) of Concrete / Mortar / Grout / Prisms / Soil / Rebar / Asphalt / Bolts & Nuts /
See AESCO's Report No. (s) _____ for test results or additional details

HOURS						
Date	Total Hours	Time In	Time Out	Mileage	Code	Initials
9-30-15	4	1100				

Signed by Inspector: *John Scharlin* Project Engineer: *Russell Scharlin*
Received by: *Russell Scharlin* By: *Russell Scharlin*
Project Superintendent/Inspector: *Russell Scharlin* Engineer/AESCO, Inc.
White - AESCO Yellow - Agency Pink - Site Gold - Inspected
2015-S7

SOUTH

AESCO
17782 Georgetown Ln.
Huntington Beach, California 92647
Telephone: (714) 375-3830
FAX: (714) 375-3831

**REPORT OF
IN-PLACE DENSITY**

CLIENT: CITY OF HUNTINGTON BEACH
2000 MAIN S STREET
HUNTINGTON BEACH, CA 92648

PAGE 1 OF 1

PROJECT NO: 2015001873

REPORT NO: 08950

DATE OF SERVICE: 9/30/15

AUTHORIZATION:

REPORT DATE: 9/30/15

SERVICES: Perform in-place density and moisture content tests to determine the degree of field compaction.

PROJECT DATA

CONTRACTOR: CITY OF HUNTINGTON BEACH	Gauge: NUC 3440	
METHOD OF TEST:	Gauge Serial No: 22862	
DENSITY: ASTM D2922	STANDARD COUNTS	
MOISTURE: ASTM D3017	MOISTURE - CURRENT: PREVIOUS:	
SPECIFICATION:	DENSITY - CURRENT: PREVIOUS:	
DENSITY: GEOTECH REPORT	TEST MODE: Direct Transmission	
MOISTURE: GEOTECH REPORT	PROBE DEPTH (in): 8	
TEST OF: TRENCH BACKFILL	MATERIALS: SILTY SAND GRAY W/MINOR CLAY	TEST DENSITY RELATIONS:
		DENSITY % DIFFERENCE
		MAXIMUM DENSITY %
		15.5 114.5
		REFERENCE REPORT NO: 08974

REPORT OF TESTS

TEST NO	LOCATION	FIELD MOISTURE (%)	OPTIMUM MOISTURE (%)	FIELD DENSITY (in)	MAXIMUM DENSITY (%)	DENSITY (%)
1.	5 TH EDISON LINE (150' LONG) 3' BELOW THE TOP OF GRADE	16.2	15.5	127.5 109.7	114.5	96
2.	1' BELOW THE TOP OF GRADE	14.7	15.5	123.1 107.3	114.5	94

Test results on this report meet project specifications as noted above.

Technician:

Report Distribution:

Russ Scharlin
AESCO
Russ Scharlin, MSCE, "P.E.", G.E.
Sr. Geotechnical Engineer



APPENDIX D CERTIFICATIONS



Remove your new Pocket Certificate from the receipt portion and carry it with you at all times.

Board for Professional Engineers, Land Surveyors, and Geologists
2535 Capitol Oaks Drive, Suite 300
Sacramento, CA 95833-2944
916 263-2222

11/16/17 CUT HERE
11/16/17 CUT HERE

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
916 263-2222

CIVIL ENGINEER

CERTIFICATE NO. C 53992
ADAM CHAMAA
6661 ALAMITOS CR
HUNTINGTON BEACH CA 92648

EXPIRATION 12/31/19

IMPORTANT

1. Please include your Certificate Number on any correspondence to this office.
2. Notify the Board of any name or address change in writing.
3. Report any loss of this Certificate immediately in writing to the Board.
4. Please sign and carry the Pocket Certificate with you.
5. Please laminate your Certificate to avoid deterioration.

ADAM CHAMAA

Signature _____ RECEIPT NO. 73190354

CERTIFICATE NO. C 53992 EXPIRATION DATE 12/31/19 RECEIPT NO. 73190354
This is your receipt. Please save for your records.
PPRC 04/22/11

Remove your new Pocket Certificate from the receipt portion and carry it with you at all times.

Board for Professional Engineers, Land Surveyors, and Geologists
2535 Capitol Oaks Drive, Suite 300
Sacramento, CA 95833-2944
916 263-2222

11/16/17 CUT HERE
11/16/17 CUT HERE

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
916 263-2222

GEOTECHNICAL ENGINEER

CERTIFICATE NO. GE 2784
ADAM SALEH CHAMAA
6661 ALAMITOS CIR
HUNTINGTON BEACH CA 92648

EXPIRATION 12/31/19

IMPORTANT

1. Please include your Certificate Number on any correspondence to this office.
2. Notify the Board of any name or address change in writing.
3. Report any loss of this Certificate immediately in writing to the Board.
4. Please sign and carry the Pocket Certificate with you.
5. Please laminate your certificate to avoid deterioration.

ADAM SALEH CHAMAA

Signature _____

C 00053992
QUALIFIER NO.
RECEIPT NO. 73190353

CERTIFICATE NO. GE 2784 EXPIRATION DATE 12/31/19 RECEIPT NO. 73190353
This is your receipt. Please save for your records.
PPGE 04/22/11



STATE OF CALIFORNIA
DCA
DEPARTMENT OF CONSUMER AFFAIRS

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
916 263-2222



CERTIFICATE NO.
C 25723

CIVIL ENGINEER

EXPIRATION
12/31/17

Renewed to

RUSSELL JEROME SCHARLIN
17782 GEORGETOWN LANE
HUNTINGTON BEACH CA 92647

Signature

RECEIPT NO.
53160685



STATE OF CALIFORNIA
DCA
DEPARTMENT OF CONSUMER AFFAIRS

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
916 263-2222



CERTIFICATE NO.
GE 751

GEOTECHNICAL ENGINEER

EXPIRATION
12/31/17

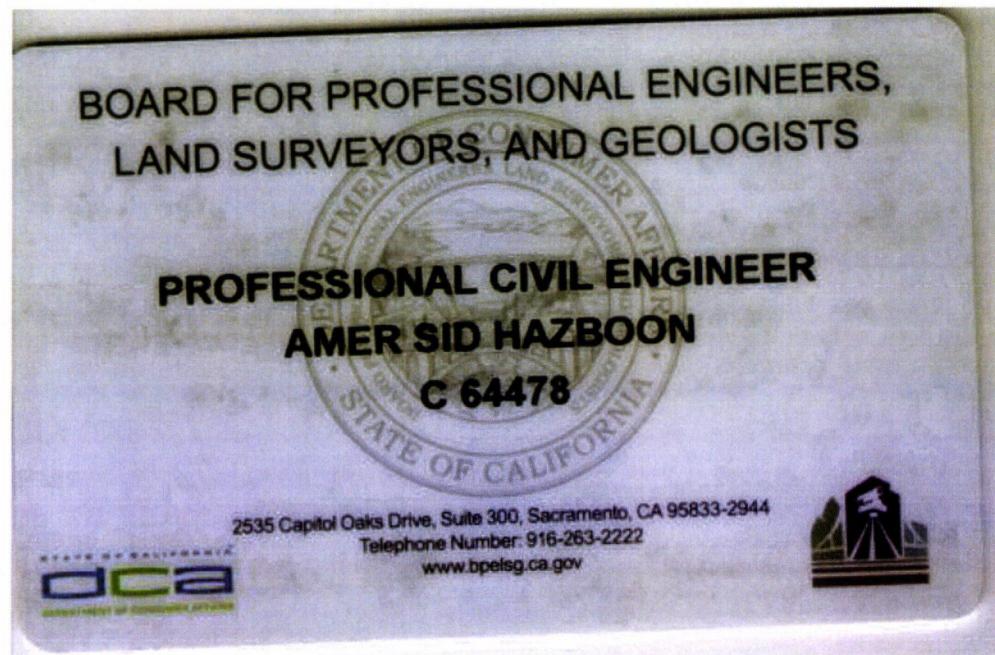
Renewed to

RUSSELL J. SCHARLIN
17782 GEORGETOWN LANE
HUNTINGTON BEACH CA 92647

Signature

QUALIFIER NO.
C 00025723
RECEIPT NO.
53160025







APPENDIX E RELATED PROJECT EXPERIENCE

A partial listing of related projects for the City of Huntington Beach is provided below.

Lambert Park Slope Failure
Beach Gun Range
Huntington Beach City School District Solar Panel Installations
Roadway Improvements (Heil, Nichols, Talbert, Main, Warner, Slater, Yorktown, Garfield, Gothard, Magnolia, Graham, Slater, Atlanta, Brookhurst, Edinger, Newland Street Bridge
Central Net Fire Training Facility Pavement Design
Warner Avenue Sinkhole Emergency Response
Overmyer Reservoir
Springdale Reservoir
Utility Operations Yard
Van's Skate Park and Retail Structure
Lift Station 4
Lift Station D
Trinidad Lift Station
Ranger Lift Station
Atlanta and Beach Lift Station
Oceanhill Sewer Replacement
Sewer Siphon Remediation, Brookhurst Street
Lift Station #26
Beach Boulevard Water Main Extension
Warner Avenue Gravity Sewer Lift Station C
Algonquin Lift Station #10
14-Inch Water Line Installation, Huntington Harbor
Water Line Garfield Avenue
Main Street Parking Garage
Traffic Signal Modifications, Brookhurst and Yorktown, Newland and Atlanta, Magnolia and Atlanta
Yorktown Transmission Rehab
Downtown Water Main Replacement
Bracing Sewer Pump Station # 1
Drainage Improvements Beacon, Heil and Trudy
Brookhurst Bridge Renovation
Feeder WOCWB Water Line #2 Realignment
Well #9 GAC Filtration System
Magnolia Street Bridge Preventive Maintenance
Brookhurst Street Bridge Preventive Maintenance
Edgewater Sewer Lift Station #6
Bolsa Chica Signal Modifications
Main Promenade Parking Structure Improvements



Talbert Lake Modifications
Water Damage Main Street Parking Garage
Sewerline Beach and Slater
Structural Wall Repair Main Street Parking Garage
Heil Fire Station Tenant Improvements
Main Street Library ADA Restroom Upgrades
Electrical Upgrades Peck Reservoir
South Beach Phase II
Storm Drain Seapoint and Garfield
Storm Drain 7th Street and Goldenwest
Solar Panel Installation Central Park
Solar Panel Installation Civic Center



APPENDIX F LETTERS OF RECOMMENDATION



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

AESCO COMPANY SURVEY

Client Name: LINDA BAZMI

Company: CITY OF CORONA

Date: 12/15/15

	Strongly Agree	Somewhat Agree	Undecided	Somewhat Disagree	Strongly Disagree
Does AESCO appear knowledgeable/qualified to perform the testing?	✓				
Overall, AESCO handles all complaints in a timely manner.	✓				
Would you use AESCO again?	✓				
Would you recommend AESCO's services to other companies?	✓				
Overall, you are pleased with the way AESCO handles obstacles at the job	✓				
AESCO submits reports in a timely manner	✓				
AESCO's staff is readily available to provide support when needed	✓				

Additional Comments:

AESCO's scheduling staff was very supportive & understanding to emergencies and changes.

How can AESCO improve?

Construction Material Testing/ Inspection ♦ Environmental ♦ Geotechnical Engineering Services
www.AescoTech.com



Orange County
17789 Chapman Avenue
Huntington Beach, California 92647
Tele: (714) 375-3830
Fax: (714) 375-3831

San Bernardino County
11063 Arrow Boulevard
Fontana, California 92335
Tele: (909) 244-2800
Fax: (909) 244-2801

Client Name: Ted P. Hysal
Company: County of Orange
Date: 5/5/16

	Strongly Agree	Somewhat Agree	Undecided	Somewhat Disagree	Strongly Disagree
Does AESCO appear knowledgeable/qualified to perform the testing?	X				
Overall, AESCO handles all complaints in a timely manner.					
Would you use AESCO again?	X				
Would you recommend AESCO's services to other companies?	X				
Overall, you are pleased with the way AESCO handles obstacles at the job	X				
AESCO submits reports in a timely manner	X				
AESCO's staff is readily available to provide support when needed	X				

Additional Comments:

Wheal was in a bind, Aesco step up to the plate
And really help me out!

How can AESCO improve?

I do not know!

Signature:

Construction Material Testing/ Inspection • Environmental • Geotechnical Engineering Services
www.AescoTech.com



City of Huntington Beach

2000 Main Street + PO Box 190 + CA 92648

Travis K. Hopkins, PE
Director

Department of Public Works
(714) 536-5431

To Whom it may concern:

The City of Huntington Beach has utilized the services of AESCO, Inc for over 10 years on projects requiring geotechnical engineering, construction materials testing and site inspection. We have utilized Aesco on a wide variety of projects over the years. We have found them to be responsive and provide excellent services for building, structure, utility and roadway projects. They have always been an excellent resource which we have had the pleasure of employing.

We highly recommend AESCO for both geotechnical services as well as construction materials testing and inspection.

If I can provide further assistance, please do not hesitate to contact me at (714) 375-8471 or dverone@surfcity-hb.org.

Sincerely

David Verone

Contract Administrator

**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

**Request for Qualifications
FOR
On-Call Construction Materials Testing Services
AESCO Proposal No. P5597**



**Public Works Department
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648**

Attention: Mr. Jim Slobojan, Fiscal Services Department

AESCO

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

January 11, 2018



Exhibit 10-H Cost Proposal

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

Construction Engineering and Inspection Contracts

Consultant or Subconsultant: AESCO Contract No.: Huntington Beach on-Call Const. Material Testing Date: 1/9/2018

	Fringe Benefit%	Overhead%	General Administration %	Combined Indirect Cost Rate (ICR) %
NORMAL	11.80%	+	143.00%	+
OVERTIME	11.80%	+	143.00%	+
				FEE % = 10.00%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rate ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classification only
	Straight	OT (1.5 X)	OT(2 X)	From	To			
Adam Chamaa, P.E., G.E. Sr. Project Manager Sr. Geotechnical Engineer Exempt	\$203.90	NA	NA	1/1/2018	12/31/2018	\$70.00		Not Applicable
	\$210.01	NA	NA	1/1/2019	12/31/2019	\$72.10	3.00%	
	\$216.31	NA	NA	1/1/2020	12/31/2020	\$74.26	3.00%	
	\$222.80	NA	NA	1/1/2021	12/31/2021	\$76.49	3.00%	
	\$229.49	NA	NA	1/1/2022	12/31/2022	\$78.79	3.00%	
	\$236.37	NA	NA	1/1/2023	12/31/2023	\$81.15	3.00%	
Kay Alabed Project coordinator PM Exempt	\$218.46	NA	NA	1/1/2018	12/31/2018	\$75.00		Not Applicable
	\$225.01	NA	NA	1/1/2019	12/31/2019	\$77.25	3.00%	
	\$231.76	NA	NA	1/1/2020	12/31/2020	\$79.57	3.00%	
	\$238.72	NA	NA	1/1/2021	12/31/2021	\$81.95	3.00%	
	\$245.88	NA	NA	1/1/2022	12/31/2022	\$84.41	3.00%	
	\$253.26	NA	NA	1/1/2023	12/31/2023	\$86.95	3.00%	
Debra Perez Project Manager PM Exempt	\$180.01	NA	NA	1/1/2018	12/31/2018	\$61.80		Not Applicable
	\$185.41	NA	NA	1/1/2019	12/31/2019	\$63.65	3.00%	
	\$190.97	NA	NA	1/1/2020	12/31/2020	\$65.56	3.00%	
	\$196.70	NA	NA	1/1/2021	12/31/2021	\$67.53	3.00%	
	\$202.60	NA	NA	1/1/2022	12/31/2022	\$69.56	3.00%	
	\$208.68	NA	NA	1/1/2023	12/31/2023	\$71.64	3.00%	
Russ Scharlin, P.E., G.E. Sr. Geotechnical Engineer Engineer Exempt	\$203.90	NA	NA	1/1/2018	12/31/2018	\$70.00		Not Applicable
	\$210.01	NA	NA	1/1/2019	12/31/2019	\$72.10	3.00%	
	\$216.31	NA	NA	1/1/2020	12/31/2020	\$74.26	3.00%	
	\$222.80	NA	NA	1/1/2021	12/31/2021	\$76.49	3.00%	
	\$229.49	NA	NA	1/1/2022	12/31/2022	\$78.79	3.00%	
	\$236.37	NA	NA	1/1/2023	12/31/2023	\$81.15	3.00%	
David Ryan, P.E. Material Engineer Engineer Exempt	\$140.86	NA	NA	1/1/2018	12/31/2018	\$48.36		Not Applicable
	\$145.09	NA	NA	1/1/2019	12/31/2019	\$49.81	3.00%	
	\$149.44	NA	NA	1/1/2020	12/31/2020	\$51.31	3.00%	
	\$153.92	NA	NA	1/1/2021	12/31/2021	\$52.84	3.00%	
	\$158.54	NA	NA	1/1/2022	12/31/2022	\$54.43	3.00%	
	\$163.30	NA	NA	1/1/2023	12/31/2023	\$56.06	3.00%	

Exhibit 10-H Cost Proposal

EXHIBIT 10-H
Cost Proposal

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

Construction Engineering and Inspection Contracts

Consultant or Subconsultant: AESCO Contract No.: Huntington Beach on-Call
Const. Material Testing Date: 1/9/2018

	Fringe Benefit%	Overhead%	General Administration %	Combined Indirect Cost Rate (ICR) %
NORMAL	11.80%	143.00%	10.00%	164.80%
OVERTIME	11.80%	143.00%	10.00%	164.80%
			FEE %	= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rate ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classification only
	Straight	OT (1.5 X)	OT(2 X)	From	To			
Amer Hazboon, P.E. Sr. Project Engineer Exempt	\$160.79	NA	NA	1/1/2018	12/31/2018	\$55.20		Not Applicable
	\$165.61	NA	NA	1/1/2019	12/31/2019	\$56.86	3.00%	
	\$170.58	NA	NA	1/1/2020	12/31/2020	\$58.56	3.00%	
	\$175.70	NA	NA	1/1/2021	12/31/2021	\$60.32	3.00%	
	\$180.97	NA	NA	1/1/2022	12/31/2022	\$62.13	3.00%	
	\$186.40	NA	NA	1/1/2023	12/31/2023	\$63.99	3.00%	
Duane Wentworth QA/QC Manager Exempt	\$120.88	NA	NA	1/1/2018	12/31/2018	\$41.50		Not Applicable
	\$124.51	NA	NA	1/1/2019	12/31/2019	\$42.75	3.00%	
	\$128.24	NA	NA	1/1/2020	12/31/2020	\$44.03	3.00%	
	\$132.09	NA	NA	1/1/2021	12/31/2021	\$45.35	3.00%	
	\$136.05	NA	NA	1/1/2022	12/31/2022	\$46.71	3.00%	
	\$140.13	NA	NA	1/1/2023	12/31/2023	\$48.11	3.00%	
Steve Crumb Laboratory Manager	\$133.49	NA	NA	1/1/2018	12/31/2018	\$45.83		Not Applicable
	\$137.50	NA	NA	1/1/2019	12/31/2019	\$47.20	3.00%	
	\$141.62	NA	NA	1/1/2020	12/31/2020	\$48.62	3.00%	
	\$145.87	NA	NA	1/1/2021	12/31/2021	\$50.08	3.00%	
	\$150.25	NA	NA	1/1/2022	12/31/2022	\$51.58	3.00%	
	\$154.76	NA	NA	1/1/2023	12/31/2023	\$53.13	3.00%	
Omar Chamaa QC/QA Engineer Non-Exempt	\$135.62	158.90	182.18	1/1/2018	12/31/2018	\$46.56		Not Applicable
	\$139.69	163.67	187.65	1/1/2019	12/31/2019	\$47.96	3.00%	
	\$143.88	168.58	193.27	1/1/2020	12/31/2020	\$49.40	3.00%	
	\$148.20	173.63	199.07	1/1/2021	12/31/2021	\$50.88	3.00%	
	\$152.64	178.84	205.05	1/1/2022	12/31/2022	\$52.40	3.00%	
	\$157.22	184.21	211.20	1/1/2023	12/31/2023	\$53.98	3.00%	

Exhibit 10-H Cost Proposal

EXHIBIT 10-H
Cost Proposal

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

Construction Engineering and Inspection Contracts

Consultant or Subconsultant: AESCO Contract No.: Huntington Beach on-Call
Const. Material Testing Date: 1/9/2018

	Fringe Benefit%	Overhead%	General Administration %	Combined Indirect Cost Rate (ICR) %
NORMAL	11.80%	+ 143.00%	+ 10.00%	= 164.80%
OVERTIME	11.80%	+ 143.00%	+ 10.00%	= 164.80%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rate ²			Effective date of hourly rate	Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classification only
	Straight	OT (1.5 X)	OT(2 X)				
Data Processor	\$72.82	85.32	97.82	1/1/2018	12/31/2018	\$25.00	Ranges (\$20 to \$30)
	\$75.00	87.88	100.75	1/1/2019	12/31/2019	\$25.75	
	\$77.25	90.52	103.78	1/1/2020	12/31/2020	\$26.52	
	\$79.57	93.23	106.89	1/1/2021	12/31/2021	\$27.32	
	\$81.96	96.03	110.10	1/1/2022	12/31/2022	\$28.14	
	\$84.42	98.91	113.40	1/1/2023	12/31/2023	\$28.98	
Materials Inspector (*)	\$136.90	160.40	183.90	1/1/2018	12/31/2018	\$47.00	Ranges (\$45 to \$50)
	\$141.01	165.21	189.42	1/1/2019	12/31/2019	\$48.41	
	\$145.24	170.17	195.10	1/1/2020	12/31/2020	\$49.86	
	\$149.60	175.28	200.95	1/1/2021	12/31/2021	\$51.36	
	\$154.08	180.53	206.98	1/1/2022	12/31/2022	\$52.90	
	\$158.71	185.95	213.19	1/1/2023	12/31/2023	\$54.49	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee) Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 2 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant AESCO INC. Contract No. Civil Engr Date 01/09/18

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00					\$ 0.00	NONE		\$ 0.00
See attached list of testing and other services.			\$ 0.00					\$ 0.00			\$ 0.00
			\$ 0.00					\$ 0.00			\$ 0.00
			\$ 0.00					\$ 0.00			\$ 0.00
			\$ 0.00					\$ 0.00			\$ 0.00
			\$ 0.00					\$ 0.00			\$ 0.00
			\$ 0.00					\$ 0.00			\$ 0.00
			\$ 0.00					\$ 0.00			\$ 0.00
			\$ 0.00					\$ 0.00			\$ 0.00
			\$ 0.00					\$ 0.00			\$ 0.00
			\$ 0.00					\$ 0.00			\$ 0.00
			\$ 0.00					\$ 0.00			\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =				\$ 0.00	SUBCONSULTANT #2 ODCs =		\$ 0.00

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.



Schedule of Fees
Effective January 1, 2017

AESCO Standard Fees

<u>Fabrication Shop Inspections</u>		<u>Cost (per hour)</u>
T173	Structural Steel Inspector (ICC/CBO)	\$ 95
T174	Structural Steel Inspector (AWS)	\$ 95
T175	Batch Plant Quality Control Technician/Inspector	\$ 95
T176	Reinforced Concrete, Prestressed Inspector	\$ 95

Field Inspector/Technician Hours

No Work Performed (Work Cancelled) Minimum 2-hour Charge
All field services charge Minimum 4 and 8-hour Charge Thereafter

Regular Work Hours

First 8 hours, Monday through Friday, between 5:00 a.m. to 5:00 p.m.

Direct Project expenses outside services will be charged at Cost + 15%.

Time and One-Half

Any increment past first 8 hours through 12 hours, Monday through Friday

First 12 hours on Saturday

Shift between 3:00 a.m. and 5:00 a.m.

Double Time

Any hours past 12 hours Monday through Saturday, all day Sunday and Federal Holidays

<u>Field Analysis</u>		<u>Cost</u>
(per hour unless otherwise noted)		
G200	Soil Boring with Hollow Stem Auger Drilling	\$ 260
G201	Backfill Boreholes with Betonite, per foot	\$ 10
G202	Backfill Boreholes with Grout, per foot	\$ 20
G203	Drumming and Disposal of Clean Cuttings	\$ 350

<u>Mix Design Review</u>		<u>Cost</u>
D250	Review of Concrete Mix Design	\$ 150
D251	Review of Grout Mix Design.....	\$ 150
D252	Review of Mortar Mix Design.....	\$ 150
D253	Review of Asphalt Mix Design.....	\$ 180



Schedule of Fees
Effective January 1, 2017

Sample Pick-Up/Hold

All hold samples are charged at the same rate as the testing rate

		<u>Cost</u>
U303	Technician for Specimen pick up, minimum 2 hours, per hour	\$ 95
U304	Vehicle, per trip.....	\$ 65

Field Equipment Charges

		<u>Cost</u>
E350	Brass Mold, each	\$ 20
E351	Concrete Air Meter, per day	\$ 40
E352	Concrete Unit Weight (Scale, Bucket, Rod and Mallet), per day	\$ 10
E353	Field Vehicle Usage, per day	\$ 65
E354	Concrete/Asphalt Coring Equipment rental per hr, min 4 hrs and 8 hrs thereafter	\$ 190
E355	Fireproofing Adhesion/Cohesion, per test.....	\$ 15
E356	Hand Auger Equipment, per day.....	\$ 125
E357	Level D Personal Protective Equipment (PPE), per person per day.....	\$ 40
E358	Liquid Penetrating Consumables, per day	\$ 20
E359	Magnetic Particle Equipment and Consumables, per day	\$ 30
E360	Ultrasonic Equipment and Consumables, per day	\$ 55
E361	Nuclear Density Gauge Usage, per hour	\$ 15
E362	Compaction Test, per location/per test	\$ 18
E363	Portable Concrete Laboratory-not including Technicians, per day.....	\$ by quote
E364	Pachometer (Rebar Locator), per day.....	\$ 50
E365	PID Usage, per hour	\$ 30
E366	Pull Test Equipment, per day	\$ 60
E367	Sand Cone Test Kit (Scale, Burner, Sand Cone Apparatus), per day	\$ 150
E368	Schmidt Hammer, per day	\$ 40
E369	Torque Wrench, Small, per day.....	\$ 15
E370	Torque Wrench, Large, per day	\$ 20
E371	Torque Multiplier (Skidmore), per day	\$ 75
E372	Miscellaneous Equipment Charge.....	\$ by quote
E373	Vapor Emission Kit, each.....	\$ 45



Schedule of Fees
Effective January 1, 2017

Schedule of Fees for Laboratory Services

Concrete Tests		Cost (per test)
C400	6" x 12" Cylinder: Compression Strength (ASTM C39)	\$ 25
C401	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293, or CTM 523)	\$ 80
C402	Cylinders: Splitting Tensile Strength (ASTM C496).....	\$ 80
C403	Core Compression including Trimming (ASTM C39)	\$ 50
C404	Coring of Test Panels in Lab, each.....	\$ 25
C405	Diamond Sawing of Cores or Cylinders (ASTM C642)	\$ 25
C406	Density, Absorption, and Voids in Hardened Concrete (ASTM C642).....	\$ 300
C407	Modulus of Elasticity Static Test (ASTM C469)	\$ 125
C408	Unit Weight Including Lightweight Concrete	\$ 65
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)	\$ 375
C410	Additional Reading, Per Set of Three Bars	\$ 45
C411	Storage Over Ninety (90) Days, Per Set of Three Bars, Per Month	\$ 35

Concrete Block, ASTM C140		Cost (per test)
C412	Compression (3 Required Per ASTM), each	\$ 50
C413	Absorption/Moisture Content/Oven Dry Density (3 Required per ASTM), each...	\$ 80
C414	Linear/Volumetric Shrinkage (ASTM C426).....	\$ 90
C415	Web and Face Shell Measurements.....	\$ 35
C416	Tension Test	\$ 150
C417	Core Compression	\$ 45
C418	Shear Test of Masonry Cores: 2 Faces	\$ 70
C419	Efflorescence Test (3 Required), each.....	\$ 35

Laboratory Trial Batch: Cement, Concrete, Grout and Mortar		Cost (per test)
L450	All trial batch for cement, concrete, grout, mortar, etc.....	\$ by quote

Brick Masonry Tests		Cost (per test)
M500	Modulus of Rupture: Flexural (5 Required Per ASTM), each	\$ 40
M501	Compression Strength (3 Required Per ASTM), each.....	\$ 40
M502	Absorption: 5 Hour or 24 Hour (5 Required), each.....	\$ 40
M503	Absorption (Boil): 1, 2, or 5 Hours (5 Required), each.....	\$ 70
M504	Initial Rate of Absorption (5 Required), each.....	\$ 30
M505	Efflorescence (5 Required), each	\$ 75
M506	Core: Compression, each	\$ 50
M507	Shear Test on Brick Core: 2 Faces, each.....	\$ 70



Schedule of Fees
Effective January 1, 2017

Masonry Prisms

		<u>Cost (per test)</u>
M508	Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 180
M509	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	\$ 240
M510	Masonry: Cutting of Cubes or Prisms	\$ 60

Mortar and Grout

		<u>Cost (per test)</u>
M511	Compression: 2" x 4" Mortar Cylinders	\$ 35
M512	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming	\$ 50
M513	Compression: 2" Cubes (ASTM C109)	\$ 50
M514	Compression: Cores (ASTM C42)	\$ 50
M515	Mortar Expansion (ASTM C806)	\$ 275

Fireproofing Tests

		<u>Cost (per test)</u>
F550	Oven Dry Density	\$ 65
F551	Adhesion/Cohesions Testing, per hour, 4 hour minimum	\$ 100

Gunite and Shotcrete Tests

		<u>Cost (per test)</u>
C420	Core Compression Including Trimming (ASTM C42)	\$ 50
C421	Compression 6" x 12" Cylinders	\$ 25
C422	Compression: Cubes	\$ 30

Soils and Aggregate Tests

		<u>Cost (per test)</u>
S600	Atterberg Limits/Plasticity Index (ASTM D4318)	\$ 120
S601	Chloride and Sulfate Content (CTM 417, CTM 422)	\$ 135
S602	Consolidation, Full Cycle (ASTM 2435, CTM 219)	\$ 245
S603	Cleanliness Value: 1" x #4 (CTM 227)	\$ 175
S604	Cleanliness Value: 2.5" x 1.5" or 1.5" x .75" (CTM 227)	\$ 275
S605	Corrosivity 5eries: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 190
S606	Resistivity	\$ 100
S607	Direct Shear Test (ASTM D3080)	\$ 245
S608	Direct Shear Test, per point	\$ 95
S609	Direct Shear Test Sample Remolding (ASTM D3080)	\$ 35
S610	Durability Index Fine Aggregate	\$ 150
S611	Expansion Index (ASTM D4829, UBC 18-2)	\$ 145
S612	Durability Index: Coarse Aggregate	\$ 150
S613	Maximum Density: Methods A/B/C (ASTM D1557 or D698, CTM 216)	\$ 175
S614	Maximum Density: Check Point abrasion (ASTM D1557)	\$ 65
S615	Maximum Density: AA5HTO C (Modified) (AASHTO T-180)	\$ 190
S616	Moisture Density Rock Correction	\$ 150
S617	Moisture Content (ASTM D2216, CTM 226)	\$ 20
S618	Density: Ring Sample (ASTM D2937)	\$ 25
S619	Density: Shelby Tube Sample (ASTM D2937)	\$ 35



Schedule of Fees
Effective January 1, 2017

S620	Organic Impurities (ASTM C40).....	\$ 85
S621	Failing Head Permeability (ASTM D2434)	\$ 225
S622	R-Value: Soil (ASTM 2844)	\$ 285
S623	R-Value: Aggregate Base (ASTM D2844)	\$ 260
S624	Sand Equivalent (ASTM D2419, CTM 217)	\$ 110
S625	Soil Classification.....	\$ 25
S626	Sieve #200 Wash Only (ASTM D1140).....	\$ 85
S627	Sieve with Hydrometer: Sand to Clay (ASTM D422)	\$ 260
S628	Sieve Analysis including Wash (ASTM C136).....	\$ 150
S629	Sieve Analysis Without Wash.....	\$ 90
S630	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 202).....	\$ 85
S631	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207).....	\$ 150
S632	Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$ 155
S633	Unit Weight Coarse Aggregate.....	\$ 70
S634	Unit Weight Fine Aggregate.....	\$ 70
S635	Voids in Aggregate (ASTM C29)	\$ 80
S636	Unconfined Compression (ASTM D2166, CTM 221)	\$ 90
S637	LA Rattler.....	\$ 185
S638	pH of soil	\$ 25
S639	Pocket Penetration Test	\$ 10

Asphalt Concrete Tests

Cost (per test)

A650	Asphalt Core Density.....	\$ 40
A651	Extraction % AC by Ignition Oven (CTM 382)	\$ 145
A652	Gradation on Extracted Asph (ASTM D6507 and D5444, CTM 202, and CTM 382)	\$ 100
A653	Moisture Content (CTM 370)	\$ 75
A654	Maximum Theoretical Specific Gravity (RICE) (ASTM D2041, CTM 309)	\$ 160
A655	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206).....	\$ 90
A656	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207).....	\$ 150
A657	Sieve Analysis (ASTM D5444 and C136)	\$ 85
A658	Sieve Analysis with Wash (ASTM D5444)	\$ 130
A659	Sand Equivalent (ASTM D2419)	\$ 125
A660	5 pt LTMD Bulk Specific Gravity (CTM 308, CTM 375)	\$ 275
A661	Flat and Elongated Particles (ASTM D4791).....	\$ 195
A662	Fine Aggregate Angularity (AASHTO T304 A).....	\$ 185
A663	Maximum Density HVEEM (ASTM D1560)	\$ 200
A664	Maximum Density Marshall (ASTM D1559 and D561).....	\$ 200
A665	Mix Stability (CTM 304)	\$ 200

Reinforcing Steel

Cost (per test)

R700	Bend Test: #11 or Smaller	\$ 55
R701	Bend Test: Larger Than # 11	\$ 85



Schedule of Fees
Effective January 1, 2017

R702	Tensile Test: # 11 or Smaller	\$ 75
R703	Tensile Test: # 14.....	\$ 105
R704	Tensile Test: # 18.....	\$ 170
R705	Slippage Test In Addition to Tensile Test (Per Caltrans 52-1.08C)	\$ 180
R706	Tensile Test: Mechanical Splice # 11 and Smaller	\$ 110
R707	Tensile Test: Mechanical Splice # 14.....	\$ 160
R708	Tensile Test: Mechanical Splice # 18.....	\$ 195
R709	Tensile Test: Welded # 11 and Smaller	\$ 75
R710	Tensile Test: Welded # 14	\$ 105
R711	Tensile Test: Welded # 18	\$ 170
R712	Sample Straightening for Bend or Tensile Test (if required).....	\$ 50
R713	Testing Multi-Wire Steel Prestressing Strand	\$ 270

Metal Testing

Cost (per test)

R714	Hardness Test (Rockwell) and Brinnel (ASTM E18).....	\$ 65
R715	Hardness Test of Nuts	\$ 75
R716	Hardness Test of Bolts.....	\$ 90
R717	Hardness Test of Washers.....	\$ 75

Concrete Coring Services

Cost (per test)

C423	Equipment Concrete (4 and 8 hour minimum), per hour	\$ 190
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.	\$ 60
C425	Slab on Grade Coring for 6" and 8" Diameter (first 6" depth) each	\$ 65
C426	Slab on Grade Concrete Core (price per inch after 6" depth).....	\$ 5
C427	Wall Cores 2",3" and 4" (first 6" in depth) each	\$ 75
C428	Wall Concrete Core (price per inch after 6" in depth), per inch	\$ 5
(Wall core prices based on Contractor supplying access to area to be cored)		
Miscellaneous Concrete Coring Prices:		
C429	Patching Slab on Grade Cored Holes with 2500 psi Concrete Patch, each.....	\$ 10
C430	Thickness Determination per ASTM C42, each	\$ 10
C431	Compression Strength Determination	\$ 55

Asphalt Concrete Coring Services

Cost (per 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.....	\$ 60
A662	Asphaltic Concrete Cores 6" and 8" Diameter (First 6" in depth), each.....	\$ 60
A663	Asphaltic Concrete Cores price per inch after 6" in depth, each.....	\$ 5
Miscellaneous Asphaltic Coring Prices:		
A664	Patching of Core Drilled Holes Using Cold Patch Material, each	\$ 25



Schedule of Fees
Effective January 1, 2017

A665	Thickness Determination per ASTM C42, each	\$ 25
A666	Specific Gravity for Determination of Percent Compaction per ASTM D 2726, each	\$ 35
A667	Specific Gravity for Determination of Percent Compaction by paraffin, each	\$ 55

DBE Contract Goal

Material Testing Consultant

City of Huntington Beach Various Improvement Projects

TOTAL \$250,000.00

**TOTAL DBE
WORK AMOUNT** \$0.00

DBE Goal 0%

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____		11. TOTAL CLAIMED DBE PARTICIPATION %	
18. Federal-Aid Project Number: _____			
19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature		21. Date	
22. Local Agency Representative's Name		23. Phone	
24. Local Agency Representative's Title		25. Preparer's Signature	
		13. Date	
		14. Preparer's Name	
		15. Phone	
		16. Preparer's Title	

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

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INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$ %
20. Local Agency Contract Number:			
21. Federal-Aid Project Number:			
22. Contract Execution Date:			
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.	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p>
For Material Change Only: year _____ quarter _____ date of last report _____		
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known</p> <p>6. Federal Department/Agency:</p> <p>8. Federal Action Number, if known:</p> <p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>		
<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known</p> <p>7. Federal Program Name/Description:</p> <p>9. Award Amount, if known:</p> <p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>		
(attach Continuation Sheet(s) if necessary)		
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p> <p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p> <p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p>		
<p>(attach Continuation Sheet(s) if necessary)</p> <p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>		
<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT 10-R A &E SAMPLE CONTRACT LANGUAGE

(For Local Assistance Federal-aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS CONTRACT LANGUAGE IS ONLY SUGGESTED LANGUAGE. MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

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ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Incorporated in the State of (*NAME OF STATE*)

The Project Manager for the "CONSULTANT" will be (*NAME*)

The name of the "LOCAL AGENCY" is as follows:

The Contract Administrator for LOCAL AGENCY will be (NAME)

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated (*DATE*). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

(*INSERT APPROPRIATE STATEMENT OF WORK INCLUDING A DESCRIPTION OF THE DELIVERABLES*)

- A. Consultant Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in consultant contract should be included. Describe acceptance criteria, and if the responsible consultant/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the contract including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision [see Chapter 6, "Environmental Procedures" in the LAPM, and the *Standard Environmental Reference*].

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way plots are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the *Standard Environmental Reference*.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

For contracts requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the contract fee, or provision may be made for separate payment.

H. Consultant Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys, etc., are specified in the contract together with the method of payment for such services.

I. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

J. Deliverables and Number of Copies

The number of copies of papers or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way plots is specified. Provision may be made for payment for additional copies.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS*(Choose either Option 1 or Option 2)**(Option 1 - Use paragraphs A & B below for standard contracts)*

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

(Option 2 - Use paragraphs A & B below for on-call contracts)

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

(A time must be set for beginning and ending the work under the contract. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the contract. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the contract.)

*(Choose either Option 1 or Option 2)**(Option 1 - Use paragraphs A & B below for standard and on-call contracts)*

- A. This contract shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

(Option 2 - Use paragraph C below in addition to paragraphs A & B above for on-call contracts)

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)*(Choose either Option 1, 2, 3, or 4)**(Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)*

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
- For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

(Option 2 - For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H, Example #3 for Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.
The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).
- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

(Option 3 - Use paragraphs A through P for Specific Rates of Compensation contracts [such as on-call contracts]. Use Exhibit 10-H, Example #2 for Cost Proposal Format)

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

(Option 4 - Use paragraphs A through E below for lump sum contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum

- compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).

ARTICLE VI TERMINATION (Verbatim)

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is _____ dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater)

- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

(The following AUDIT CLAUSE must be inserted into all contracts of \$3,500,000 or greater).

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the

management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

(Choose either Option 1 or Option 2)

(Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Option 2 - Use only paragraph A below when all of the proposed work in the contract is performed by crafts not affected by state labor laws or are not contemplated for use)

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

(Choose either Option 1 or Option 2 if appropriate)

(Option 1 - Use paragraphs C & D below with paragraphs A & B above for PS&E contracts only)

- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

(Option 2 - Use paragraphs C, D & E below with paragraphs A & B above for Construction Contract Administration contracts only)

- C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

(Include this article in all contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract; delete this article and re-number the notification article which follows.)

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. 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.
- C. CONSULTANT also agrees by signing this document 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 sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(For contracts with Federal funding, add paragraphs C & D)

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is _____ %. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all contracts without PS&E submittal)

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Insert Department Head or Official, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

(Option 2 - Replace Paragraph B, above, with the following for contracts requiring the submission of PS&E)

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

(Use on all contracts regardless of funding source)

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

(Add to all contracts, which may require trenching of five feet or deeper)

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV INSURANCE

(Choose either Option 1 or Option 2)

(Option 1 - for Contracts with a scope of services that may require the consultant or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations)

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

(Option 2 - For Contracts with a scope of services that will not require the Consultant or subconsultant to work within the operating State or LOCAL AGENCY Highway Right of Way where there would be exposure to public traffic or construction Consultant operations)

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

- Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- (For PS&E contracts add paragraph F, below, to paragraphs A through E, above)*
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two)
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME)

, Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME)

, Contract Administrator

(ADDRESS)

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of CONSULTANT)

(Signature)

(Name of LOCAL AGENCY)

(Signature)

(Name of Signer)

(Name of Signer)

Date: _____

Plidder's List for Material Testing - 2018

Company Name	Phone
AESCO, Inc.	714-375-3830
American Engineering Laboratories Inc	562-697-4000
Converse Consultants	626-930-1265
Geocon West, Inc.	909-894-2175 ext. 603
GMU Geotechnical, Inc.	949-888-6513
Harrington Geotechnical Engineering, Inc	714-637-3093
Intertek-PSI	714-484-8600
Kleinfelder	949-727-4466 ext. 3139
Leighton Consulting, Inc.	949-250-1421 ext. 8771
Ninjo & Moore	949-753-7070 ext. 2262
RMA Group	909-989-1751
Smith-Emery Laboratories	714-238-6133 ext. 209
Twining, Inc.	562-426-3355
Willdan Engineering	714-978-8200

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: On-Call Material Testing & Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: AESCO, Inc.

OVERALL RANKING: 1 out of 14

SUBJECT MATTER EXPERTS/RATERS:

1. Contract Administrator 2. Senior Traffic Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 90

AESCO, Inc. – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Understanding of the Work to be Done</i>	24	25
<i>Experience with Similar Kinds of Work</i>	17.3	20
<i>Staffing</i>	12	15
<i>Capability of Developing Innovative or Advanced Techniques</i>	8	10
<i>Familiarity with State and Federal Procedures</i>	9.3	10
<i>Financial Responsibility</i>	10	10
<i>Demonstrated Technical Ability</i>	9.3	10
Total	90	100

II. DUE DILIGENCE REVIEW

- Clients such as Orange County, City of Huntington Beach, City of Santa Ana, and City of Corona, to name a few

AESCO, Inc. – Summary of Review	
• AESCO, Inc. has relevant and past experience with the city	

AESCO, Inc. – Pricing	
• Low end from \$5 each for Asphaltic Concrete Cores per inch after 6 inch in depth	
• High end to \$375/Test for Drying Shrinkage Up to 28 Days	

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: On-Call Material Testing & Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: Twining, Inc.

OVERALL RANKING: 2 out of 14

SUBJECT MATTER EXPERTS/RATERS:

1. Contract Administrator 2. Senior Traffic Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 88.3

Twining, Inc. – Minimum Qualifications Review		
Criteria	Total Weighted Score	Maximum Score
<i>Understanding of the Work to be Done</i>	23.3	25
<i>Experience with Similar Kinds of Work</i>	16	20
<i>Staffing</i>	13	15
<i>Capability of Developing Innovative or Advanced Techniques</i>	9	10
<i>Familiarity with State and Federal Procedures</i>	8	10
<i>Financial Responsibility</i>	10	10
<i>Demonstrated Technical Ability</i>	9	10
Total	88.3	100

II. DUE DILIGENCE REVIEW

- Clients such as City of Huntington Beach, City of Long Beach, and City of Santa Clarita, to name a few

Twining, Inc. – Summary of Review	
• Twining, Inc. has experience with City of Huntington Beach in the past and has shown innovative and advanced material testing techniques.	

Twining, Inc. – Pricing	
• Low end from \$10/Hr for Nuclear Gauge	
• High end to \$6,572/Test for Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: On-Call Material Testing & Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: Leighton Consulting, Inc.

OVERALL RANKING: 3 out of 14

SUBJECT MATTER EXPERTS/RATERS:

1. Contract Administrator 2. Senior Traffic Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 81

Leighton Consulting, Inc. – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Understanding of the Work to be Done</i>	22.7	25
<i>Experience with Similar Kinds of Work</i>	15	20
<i>Staffing</i>	13.7	15
<i>Capability of Developing Innovative or Advanced Techniques</i>	5.3	10
<i>Familiarity with State and Federal Procedures</i>	7.7	10
<i>Financial Responsibility</i>	10	10
<i>Demonstrated Technical Ability</i>	6.7	10
Total	81	100

II. DUE DILIGENCE REVIEW

- Clients such as City of Huntington Beach, Irvine Ranch Water District, and City of Newport Beach, to name a few

Leighton Consulting, Inc. – Summary of Review	
• Leighton Consulting staff has relevant experience for city's needs	

Leighton Consulting, Inc. – Pricing	
• Low end from \$0.35/ft for ¼ inch Tubing (single)	
• High end to \$2,100/Test for Compacted AC Resistance to Moist Damage (AASHTO T283)	

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: On-Call Material Testing & Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: Vendor #4

OVERALL RANKING: 4 out of 14

SUBJECT MATTER EXPERTS/RATERS:

1. Contract Administrator 2. Senior Traffic Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 76.3

Vendor #4 – Minimum Qualifications Review		
Criteria	Total Weighted Score	Maximum Score
<i>Understanding of the Work to be Done</i>	22	25
<i>Experience with Similar Kinds of Work</i>	10.7	20
<i>Staffing</i>	12.7	15
<i>Capability of Developing Innovative or Advanced Techniques</i>	6	10
<i>Familiarity with State and Federal Procedures</i>	8.7	10
<i>Financial Responsibility</i>	10	10
<i>Demonstrated Technical Ability</i>	6.3	10
Total	76.3	100

II. DUE DILIGENCE REVIEW

- Clients such as Orange County Public Works, County of Los Angeles, and City of Long Beach

Vendor #4 – Summary of Review	
• Vendor #4 has experienced staffing and has worked on many government-related projects	

Vendor #4 – Pricing	
• Low end from \$10/Test for Sample Disposal	
• High end to \$7,600/Test for Mix Design, Hveem Method W/RAP	



City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648

(714) 536-5227 ♦ www.huntingtonbeachca.gov

Office of the City Clerk
Robin Estanislau, City Clerk

November 28, 2018

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

Dear Sir/Madam:

Enclosed is a copy of the fully executed "Professional Services Contract between the City of Huntington Beach and AESCO, Inc. for On Call Material Testing and Engineering Services" approved by the Huntington Beach City Council on November 19, 2018.

Sincerely,

Robin Estanislau, CMC
City Clerk

RE:ds

Enclosure