

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and MTGL, Inc. (hereinafter referred to as “CONSULTANT”).

## A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to **construction materials and soils testing services for various capital improvement projects on an “as-needed (on-call)” basis** (“Tasks” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of which proposal is attached hereto as Exhibit “B” and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City’s Planning Commission, City Council and staff to complete said Tasks.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

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

## B. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Tasks: Provide professional services as described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks. The CONSULTANT will provide services on an “as-needed (on-call)” basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, development plans, maps, plan documents, technical reports, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits “A” hereto.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the assigned Tasks in accordance with Exhibits “A” hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, reports, plans and documents (hereinafter collectively referred to as “documents”) including all supplemental technical documents, as described in Exhibits “A” to CITY within the time specified in Exhibit “A”. Copies of the documents shall be in such numbers as are required in Exhibit “A”. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT’s sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except as may otherwise be set forth in Exhibit “B” and upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "B" Services required hereunder. Said sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "B". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of **fifty thousand dollars and zero cents (\$50,000.00)**. The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

(d) Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Tasks.

(c) Such information as is generally available from CITY files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Raul Y. Lising, P.E.  
Interim City Engineer  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Steven Koch  
Senior Vice President  
2992 E. La Palma Avenue  
Anaheim, CA 92806

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT

allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

“I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of the CONSULTANT or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by CONSULTANT in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

- (i) \$2,000,000 (Two Million Dollars) for bodily injury or death;
- (ii) \$2,000,000 (Two Million Dollars) for property damage;
- (iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter.”

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year,

CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of       N/A       dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.



12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

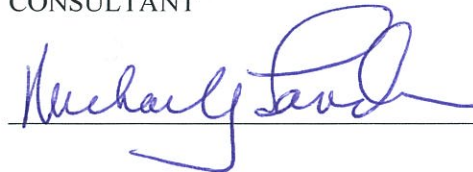
13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT



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Michael J. Landon, President  
MTGL, Inc.

CITY

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Mayor

Attest: \_\_\_\_\_

# EXHIBIT "A"



## CITY OF BREA

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PUBLIC WORKS DEPARTMENT - ENGINEERING  
DIVISION

### REQUEST FOR PROPOSALS (RFP)

Professional Consulting Services  
for  
**Construction Materials  
& Soils Testing Services  
FY 2015-2016**

Engineering Division  
Public Works Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

#### Key RFP Dates

Issued:	April 16, 2015
Written Questions:	May 1, 2015
Proposals Due:	May 15, 2015

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**CITY OF BREA**

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PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

**REQUEST FOR PROPOSALS (RFP)**  
for  
Construction Materials & Soils Testing Services  
for FY 2015-2016

**April 2015**

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PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

**Raul Lising, P.E.**  
**Interim City Engineer**  
**Public Works Department - Engineering Division**  
**City of Brea**  
**1 Civic & Cultural Center**  
**Brea, CA 92821-5732**

**no later than 2:00 P. M. on May 15, 2015.** Original plus two (2) copies and PDF (on a CD or flash drive) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Construction Materials & Soils Testing Services for FY 2015-2016." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Raul Lising, P.E.**  
**Interim City Engineer**  
**Phone: 714-671-4450**  
**Email: [raull@cityofbrea.net](mailto:raull@cityofbrea.net)**

**SECTION I**

**INSTRUCTIONS TO OFFERORS**

**SECTION I - INSTRUCTIONS TO OFFERORS**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

**B. ADDENDA**

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

**C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Raul Lising, P.E.  
Interim City Engineer  
Public Works Department – Engineering Division  
City of Brea  
1 Civic Center Circle, Brea, CA 92821-5732  
Phone: 714-671-4450, Fax: 714-990-2258  
Email: raul@cityofbrea.net**

**D. CLARIFICATIONS**

**1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be posted on the City's website.

**2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., May 1, 2015.

CITY OF BREA  
Construction Materials & Soils Testing Services RFP, April 2015

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Construction Materials & Soils Testing Services for FY 2015-2016 RFP". City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail or Personal Courier:  
Raul Lising, P.E., Interim City Engineer, Engineering Division  
– Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) Facsimile: Fax number is 714-990-2258.
  - (3) E-Mail: Raul Lising, P.E., Interim City Engineer, e-mail address is [raull@cityofbrea.net](mailto:raull@cityofbrea.net).

**3. Consultant Project Manager - Contact Information**

The requested services are for Construction Materials & Soils Testing Services. Some projects may include Federal-aid funds, thus federal provisions including UDBE goal may apply. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: [raull@cityofbrea.net](mailto:raull@cityofbrea.net). This information may be made available to the DBE/UDBE organizations and companies.

**4. City Responses**

Responses from the City will be posted on City's website or e-mailed, no later than close of business on May 11, 2015.

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to [raull@cityofbrea.net](mailto:raull@cityofbrea.net) with the subject title "Email notifications for Construction Materials and Soils Testing Services RFP".

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on  
May 15, 2015.**

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.

**2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Raul Lising, P.E.,  
Interim City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

**3. Identification of Proposals**

Offeror shall submit original plus two (2) copies and PDF (on CD or Flash Drive) of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**"Construction Materials & Soils Testing Services for FY 2015-2016 RFP"**

**4. Acceptance of Proposals**

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.



Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Mr. Raul Lising, P.E.  
Interim City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section V. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

**J. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

**K. INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12 pt font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Raul Lising, P.E., Interim City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method that will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager, Inspector and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of City's needs and requirements.

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section VI. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

**5. Appendices**

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials, appendices should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 5 years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.

**SECTION III**

**EVALUATION AND AWARD**



### **SECTION III - EVALUATION AND AWARD**

#### **A. EVALUATION CRITERIA**

City will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm** - technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.
- 2. Proposed Team and Organization** - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- 3. Detailed Work Plan** - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
- 4. Fee Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

#### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

#### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and \_\_\_\_\_ (hereinafter referred to as “CONSULTANT”),

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to \_\_\_\_\_ (“Tasks” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal to complete said Tasks, a full, true and correct copy of which proposal is attached hereto as Exhibit “B” and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY’s Planning Commission, City Council and staff to complete said Tasks.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

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

B. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

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(a) Tasks: The provision of professional consulting advice and assistance as described in Exhibit “A” hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and, as directed, attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to said services.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete assigned Tasks in accordance with Exhibits “A” and “B” hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents, including all supplemental technical documents (hereinafter collectively referred to as “documents”), as described in Exhibits “A” and “B” to CITY within the time specified by CITY’s written notice to proceed with any assigned Tasks. Copies of documents shall be in such numbers as are required in CITY. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth in said written notice to proceed may be extended upon written approval of CITY.

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(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "C" Services required hereunder. Said sum(s) shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "C". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT, be paid an aggregate amount in excess of \_\_\_\_\_ (\$000.00)

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete assigned Tasks.

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(c) Such information as is generally available from CITY files applicable to assigned Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Written Product:

(a) Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONSULTANT in the performance of this Agreement (collectively, "Written Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Written Product shall be considered to be "works made for hire", and all Written Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Written Product.

(b) CONSULTANT hereby assigns to CITY all ownership and any and all intellectual property rights to the Written Product that are not otherwise vested in the CITY pursuant to subsection (a), above.

(c) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Product produced under this Agreement, and that CITY has full legal

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title to and the right to reproduce the Written Product. CONSULTANT shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Written Product produced under this Agreement. In the event the use of any of the Written Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.



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7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

<u>CITY REPRESENTATIVE</u>	<u>CONSULTANT REPRESENTATIVE</u>
<u>NAME</u>	<u>CONSULTANT NAME</u>
<u>1 Civic Center Circle</u>	<u>Consultant Address</u>
<u>Brea, CA 92821</u>	<u>Consultant Address</u>

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Workers Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide that the insurer

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waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

“I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of the CONSULTANT or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement.

(2) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(3) Professional Errors and Omissions Liability (if required by the RFP)- insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$ two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are

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accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

- (i) \$2,000,000 (Two Million Dollars) for bodily injury or death;
- (ii) \$2,000,000 (Two Million Dollars) for property damage;
- (iii) The total of the limits specified in subsections (i) and (ii),

above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1) and (2) of Section 8(b), above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated **A/VII** or better according to the most recent A.M. Best Co. Rating Guide;

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(3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter.”

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be

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signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

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10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to complete an assigned Task, together with all documents and supplemental material required hereunder, in form to the reasonable satisfaction of CITY, within the time set forth in the notice to proceed, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of       N/A       dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick

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leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section..

13. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

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15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. In the event of any inconsistency between this document and any of the Exhibits, the provisions of this document shall govern over the Exhibits, and the provisions of Exhibits A and C shall govern over the provisions of Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_

CITY

\_\_\_\_\_  
Mayor



**SECTION V**  
**SCOPE OF SERVICES**

## **SECTION V – SCOPE OF SERVICES**

### **I. PROPOSED SCOPE OF SERVICES**

#### **A. WORK DEFINITION**

The City of Brea is proposing approximately \$28 million in capital improvements for FY 2015-2016, with additional funding planned for future years. The capital improvement program includes projects in the following categories: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements. Ongoing annual projects such as slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements will continue as funding allows. The purpose of this RFP is to contract with a consultant to provide construction materials and soils testing services for these projects.

The consultant shall provide services as described in Chapter 16, “Administer Construction Contracts,” of the State of California Department of Transportation’s (Caltrans) Local Assistance Procedure Manual (LAPM).

#### **B. SCOPE OF SERVICES**

More specifically, construction materials and soils testing services shall include, but are not limited to:

##### **Acceptance Testing (AT) Services**

1. Collecting concrete samples and testing their strength.
2. Checking subgrade compaction for concrete and asphalt construction.
3. Perform tests for sieve analysis, sand equivalent, and cleanness, as needed.
4. Checking compaction of asphalt pavement and overlays.
5. Performing plant inspection at facilities supplying concrete and hot mix asphalt.
6. Provide test results to the City.
7. Provide summary report of testing results.
8. Perform testing and sampling according to the City’s Quality Assurance Plan (QAP) and Caltrans procedures.

**Independent Assurance Program (IAP) Testing Services**

9. Verify that sampling and testing procedures are being performed properly and in accordance with the City's QAP and Caltrans procedures.
10. Verify certifications of samplers and testers.
11. Perform split sample tests as necessary.
12. Maintain witness test records.
13. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.
14. Verify that all plant inspections are being performed correctly by qualified testers.
15. Provide summary report of quality assurance results.
16. Perform such other similar and related tasks as may be assigned by the City Engineer.

**C. REQUIRED LICENSES AND CERTIFICATES**

The laboratory performing the construction materials and soils testing and all samplers and testers must possess valid certifications as may be required by Caltrans.

**SECTION VI**  
**PROPOSED FEE SCHEDULE**

**SECTION VI -- PROPOSED FEE SCHEDULE**

**I. Proposed Fee Schedule**

The proposed fee schedule shall be submitted on the form on the following page.

In addition, the Offeror shall submit a schedule of fees and hourly rates for all services and laboratory tests they provide.

**PROPOSED FEE SCHEDULE**

**CONSTRUCTION MATERIALS & SOILS TESTING SERVICES**

**FY 2015-2016**

**OFFEROR NAME:**

---

ITEM	FEE	UNIT
Principal Engineer - Materials		Per Hour
Field Technician		Per Hour
Concrete batch plant inspection		Per Hour
Asphalt batch plant inspection		Per Hour
Asphalt compaction testing		Per Hour
Vehicle and equipment		Per Hour or Day
Mileage		Per Mile
Final Report		Lump Sum
Minimum charge for show up		Hours
Charge if more than 8 hours work		Per Hour
Reimbursable item mark-up		Percent
<b>Laboratory tests</b>		
Soil/base maximum density		Each
AC maximum density		Each
Concrete compression strength tests		Each
Soil/base in-place density and moisture		Each
AC in-place density		Each
Asphalt – extraction, gradation and % asphalt		Each
Cleanness value		Each
Moisture content and dry density		Each
Sand equivalent		Each
Sieve analysis		Each
Slurry seal		Each

**SECTION VII**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

### Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **SECTION VIII**

### **Federal Provisions**

**(FOR REFERENCE ONLY)**

**Exhibit 10-I Notice to Proposers DBE Information**



**NOTICE TO PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE  
INFORMATION**

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

#### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

#### **5. RESOURCES**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  2. Click on Search for a DBE Firm link;
  3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

**6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not **excessive** as compared with fees charged for similar services.

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

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
<b>Local Agency to Complete this Section</b>		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature _____	
19. Local Agency Representative Name (Print) _____		12. Preparer's Name (Print) _____	
20. Local Agency Representative Signature _____	21. Date _____	13. Preparer's Title _____	
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____	14. Date _____	15. (Area Code) Tel. No. _____

**Distribution:** (1) Original – Consultant submits to local agency with proposal  
 (2) Copy – Local Agency files

## INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location 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. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services 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.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **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.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative 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 Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
<b>Award DBE/DBE Information</b>			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ _____	_____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
<b>Caltrans to Complete this Section</b>		15. Preparer's Signature	12. DBE Dollar Amount
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		_____	_____
28. DLAE Name (Print) _____	29. DLAE Signature _____	16. Preparer's Name (Print) _____	17. Preparer's Title _____
30. Date _____		18. Date _____	19. (Area Code) Tel. No. _____

- Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files

## INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location 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. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services 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.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **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, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. 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 this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative 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.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

### Caltrans Section:

*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.



**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

<p><b>1. Type of Federal Action:</b></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><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p style="text-align: right;"><b>For Material Change Only:</b>  year ____ quarter ____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p style="text-align: center;">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p style="text-align: right;">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p><b>11. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	
<p><b>12. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual      <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b></p> <p><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 _____</p>	
<p><b>13. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  Value _____</p>		
<p><b>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 11:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>16. Continuation Sheet(s) attached:      Yes <input type="checkbox"/>      No <input type="checkbox"/></b></p>		
<p><b>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.</b></p>		
		<p>Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction  Standard Form - LLL</p>

Standard Form LLL Rev. 04-28-06

**Distribution:** Orig- Local Agency Project Files

CITY OF BREA

**Construction Materials & Soils Testing Services RFP, April 2015**

**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

# Statement of Qualifications

EXHIBIT "B"

Proposal for Construction Materials & Soils Testing  
Services; FY 2015-2016



P-15-263

May 13, 2015

**Presented to:**  
Mr. Raul Lising, P.E.  
Interim City Engineer  
City of Brea  
1 Civic Center Circle  
Brea, CA 92821

**Presented by:**  
Steven Koch, MTGL Inc.  
2992 E. La Palma Ave., Ste. A  
Anaheim, CA 92806  
Office: (714) 632-2999  
Fax: (714) 632-2974  
Email: [skoch@mtglinc.com](mailto:skoch@mtglinc.com)  
SB854 Reg No: 1000006646

*Providing Value in Quality Control*



Mr. Raul Lising, P.E.  
Interim City Engineer  
Public Works Department – Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

May 13, 2015  
P-15-263

**Re: Proposal for Construction Materials & Soils Testing Services; FY 2015 - 2016**

Dear Mr. Lising:

MTGL, Inc.'s has the best team to provide the City of Brea with on-call as-required on a short notice basis soils and materials testing and inspection services. MTGL has been providing materials and soils testing and inspection for public agencies for more than 21 years. MTGL is internationally recognized with our ISO Certification. MTGL is a registered woman-owned, minority, **disadvantaged business enterprise** and professionally staffed to provide the City with comprehensive soils materials testing services. MTGL has the ability to provide all of the services required under this RFP and does not have any need for subconsultants.

MTGL has reviewed the Request for Proposals and asserts that we are the best team to provide services under this contract for the following reasons:

- **LOCAL FIRM** – MTGL's corporate office and fully certified in-house laboratory is located in Anaheim, California. Our office is located at 2992 E. La Palma Avenue, Suite A, Anaheim, California 92806 which is just 6 miles from the City.
- **EXPERIENCE** – For over 21 years, MTGL has provided these services throughout Southern California.
- **INSURANCE** – MTGL has reviewed the City's Standard Insurance Language as presented in the sample agreement in the RFP. MTGL is capable of providing \$10,000,000 in insurance coverage, well above the City's requirements, and of listing the City as another insured.
- **TEAM**—MTGL has over 85 full-time employees, including highly qualified and experienced soils and geotechnical engineers, special inspectors, building inspectors, materials testers, and registered geologists to perform the services required under this contract. Our project team has over a century of combined experience in providing identical services to other municipalities and public agencies. MTGL is one of the few laboratories that already has the capabilities of providing the new Caltrans Superpave Testing.

Mr. Steven Koch, Senior Vice President will serve as the primary point of contact during and after the review process. Mr. Koch can be reached at: 2992 E. La Palma Avenue, Anaheim, California 92806, Tel: 714.632.2999, Fax: 714.632.2974, Email: [skoch@mtglinc.com](mailto:skoch@mtglinc.com). This proposal is valid for a period of 90 days from the date of submittal. All of the information submitted in our proposal is true and correct to the best of our knowledge.

Thank you for the opportunity to provide services to City. If you have any questions or need any additional information please feel free to contact the undersigned at (714) 632.2999.

Respectfully submitted,  
MTGL, Inc.

  
Steven Koch  
Senior Vice President



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## SECTION A | QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES OF OFFEROR

*In its 18 year history, MTGL has never had a contract terminated. Our municipal clients return to us for their geotechnical and materials testing needs.*

MTGL, Inc. has provided Geotechnical, Special Inspections and Materials Testing Services for numerous agencies and municipalities. Specific examples of public works projects include:

- Annual Contract – Street Improvement, City of Santa Ana, CA
- On-Call Geotechnical and Materials Testing, City of Lake Forest, CA
- Pacific Street Bridge, Oceanside, CA
- Limonite Avenue Street Improvements, Mira Loma, CA, Riverside County EDA
- Tom Bradley Terminal Expansion, Los Angeles, CA
- Mission Valley Transit Light Rail Tunnel and Underground Station, San Diego, CA
- I-15 Transit Station, San Diego, CA
- Parking Structure at the Alhambra, Alhambra, CA
- John Wayne International Airport Parking Structure, Costa Mesa, CA
- Pacific Street Bridge, Oceanside, CA
- San Vicente Dam Pipeline, San Diego County, CA
- Ontario Airport In-Line Baggage Screening System, Ontario, CA
- Wounded Warrior BEQ, Camp Pendleton, CA
- City of Chino Hills Civic Center, Chino Hills, CA

### AGUA MANSA ROAD IMPROVEMENT PROJECT, COLTON, CALIFORNIA



The Agua Mansa Road Improvement Project is a much needed improvement and widening of the Agua Mansa Road for future development. The project consists of preparing the road for widening by grading, trenching and placing pipe for new utilities. The quality control needs for this project relied heavily on the testing of the Recycled Rubberized Asphalt. Due to MTGL Inc.'s experience in this type of work, the Agua Mansa improvement has been another quality product.

MTGL provided Quality Control Services by performing precise grading observation, testing, sampling and analysis of soil and asphalt, special inspections and testing of concrete, reinforcing steel, masonry, and structural steel components.

**Owner:**  
City of Colton  
Reggie Torres  
(909) 370-5056

**Construction:**  
2009 - 2010

**Construction Budget:**  
\$382,815

## FRED WARING DRIVE REHABILITATION, PALM DESERT, CALIFORNIA



**Owner/Client:**  
City of Palm Desert  
Ryan Gayler  
(760) 346-0611

**Construction:**  
2010

**Construction Budget:**  
\$834,000

The City of Palm Desert is a charter city within the Coachella Valley committed to maintaining its public facilities and roadways. Fred Waring Drive is a large vein running through the heart of Palm Desert. The City of Palm Desert once again teamed with MTGL Inc. to provide a quality product that would serve the community. Fred Waring Drive was overlaid with a plasticized asphalt provided by Match Construction for its durability and performance in consideration of a high traffic area.

MTGL provided all required Materials Testing and Inspection Services for the project, to include: Soil Compaction Testing and Observation, Asphalt Density and Testing. The City of Palm Desert is a charter city within the Coachella Valley committed to maintaining its public facilities and roadways. Fred Waring Drive is a large vein running through the heart of Palm Desert. The City of Palm Desert once again teamed with MTGL Inc. to provide a quality product that would serve the community. Fred Waring Drive was overlaid with a plasticized asphalt provided by Match Construction for its durability and performance in consideration of a high traffic area.

MTGL provided all required Materials Testing and Inspection Services for the project, to include: Soil Compaction Testing and Observation, Asphalt Density and Testing.

## CITY OF ORANGE LIBRARY EXPANSION



The City of Orange Main Library will add 28,000 square feet of space to the existing building with a two-story wing and History Center expansion. This project, located at East Chapman Avenue and North Center Street was completed in April of 2007. The library expansion is styled in a Spanish Colonial Revival design which blends into the historic Old Towne district. It provides space for twice as many books as well as a homework center, literacy center, local history room, Friends' bookstore, community meeting space and two and a half times as many computers that were available.

MTGL provided the Geotechnical, Materials Inspection and Laboratory Testing Services for the City of Orange Main Library and History Center Expansion. This included soils testing during construction as well as concrete, structural steel, and masonry testing and inspections.

**Client:**  
City of Orange  
300 East Chapman Ave.  
Orange, CA 92866

Mr. Majid A. Farhat, P.E.  
Senior Civil Engineer  
(714) 744-5562

**Construction Budget:**  
\$18,700,000.00

## FACILITIES MAINTENANCE AND OPERATIONS BUILDING – LOS ANGELES HARBOR COLLEGE

As part of the Proposition A/AA Construction Bond, Los Angeles Harbor College is building a new 35,000 square foot Facilities Maintenance & Operations Building. This will include plant facilities offices, a workshop building, a central receiving warehouse, and storage facility. The exterior will also include a nursery area, and LACCD's largest single building photovoltaic system that will provide energy for the entire campus.

This project will incorporate LEED™ (Leadership in Energy and Environmental Design) certified green building standards, making the campus more energy-efficient and in harmony with the environment.

MTGL provided materials testing and construction inspection of reinforced concrete, structural steel, structural masonry, mortar, grout, high strength bolts, as well as soils testing during construction to the Los Angeles Community College District for this project.

**Owner:**  
Los Angeles Community  
College District  
770 Wilshire Boulevard  
Los Angeles, CA 90017

**Contact:**  
Mr. Mike Bishop  
Project Director  
(310) 835-0466

**Key Personnel:**  
Steven Koch  
Ben Lo, PE, GE  
Bradley Hulse  
Garlan Yett  
Lee Hernandez  
Val Hicks

**Construction:**  
2006 to 2008

**Project Budget:**  
\$11,700,000



## CHINO HILLS CIVIC CENTER



MTGL, Inc. recently completed working on the development of the Chino Hills Government Center. The project included the construction of a total of five buildings. The buildings onsite include:

- The Chino Hills City Hall (59,000 square feet)
- James S. Thalman Chino Hills Branch Library (28,000 sq. ft.)
- Chino Hills Police Station (30,000 sq. ft.)
- Fire Administration Headquarters (16,000 sq. ft.)
- A 144,000 sq. ft.-5 level parking structure

MTGL provided all soils, materials testing and inspections for this project to include: Concrete, Masonry, and Fireproof Special Inspection. Testing includes: High-strength bolt, Ultrasonic, Fireproof Density, Concrete Compression, and Masonry Prism Testing.

**Owner:**

City of Chino Hills

**Client Contact:**

Michael Barnum  
Vice President  
Barnhart, Inc.  
10760 Thornmint Road  
San Diego, CA 92127  
(619) 571-6093

**Construction:**

February 2007 to December 2008

**Construction Budget:**

\$91,000,000



## CERTIFICATIONS

MTGL, Inc. has three fully certified laboratories in Southern California to serve the City's needs. Our laboratories are certified by numerous agencies to provide Geotechnical Investigations, Special Inspection and Materials Testing and can provide virtually any tests required.

The addresses for our laboratories are as follows:

Our certifications include:

- Caltrans
- AASHTO
- CCRL
- County of Los Angeles
- City of Los Angeles
- City of San Diego
- Army Corps of Engineers

State of California Department of Transportation  
**CALTRANS QUALIFIED LABORATORY INSPECTION REPORT**  
 Form TL-0113

Expiration date: April 10, 2016  
 Inspected by: Afsaneh Ostovar  
 IA No.: 096  
 Phone: (916) 247-6311  
 File: Materials Category 500

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Laboratory: MTGL, Inc. RSP ID # 66  
 Address: 2992 E La Palma Ave., Suite A  
 City: Anaheim State: CA Zip: 92806  
 Lab QC Mgr.: Isaac Chun Email: ichun@mtglinc.com  
 Telephone: (714) 632-2999 Fax: (714) 632-2974

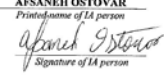
A certified Independent Assurance (IA) visited this laboratory on (Date) April 10, 2015  
 Only the equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

<u>CT 105</u>	<u>CT 106</u>	<u>CT 125</u>	<u>CT 201</u>	<u>CT 202</u>	<u>CT 204</u>	<u>CT 205</u>
<u>CT 206</u>	<u>CT 207</u>	<u>CT 213</u>	<u>CT 216</u>	<u>CT 217</u>	<u>CT 226</u>	<u>CT 227</u>
<u>CT 229</u>	<u>CT 231</u>	<u>CT 234</u>	<u>CT 235</u>	<u>CT 301</u>	<u>CT 304</u>	<u>CT 308</u>
<u>CT 309</u>	<u>CT 366</u>	<u>CT 367</u>	<u>CT 370</u>	<u>CT 371</u>	<u>CT 375</u>	<u>CT 382</u>
<u>CT 504</u>	<u>CT 518</u>	<u>CT 521</u>	<u>CT 523</u>	<u>CT 524</u>	<u>CT 533</u>	<u>CT 539</u>
<u>CT 540</u>	<u>CT 543</u>	<u>CT 552</u>	<u>CT 556</u>	<u>CT 557</u>	<u>LP-1</u>	<u>LP-2</u>
<u>LP-3</u>	<u>LP-4</u>	<u>LP-5</u>	<u>LP-6</u>	<u>LP-7</u>	<u>AASHTO T-312</u>	<u>AASHTO T-324</u>

A visual check was performed and documents provided as necessary for the following items:

- Facility Safety Manual
- Laboratory Procedures Manual
- Laboratory Quality Control Manual
- Proper test equipment
- Copies of current applicable test procedures
- Calibration and service documentation
- Calibration stickers affixed to test equipment (dated within the 12 months)

On April 10, 2015 this laboratory was Caltrans Qualified by AFSANEH OSTOVAR  
 Date Printed name of IA person  
  
 Signature of IA person



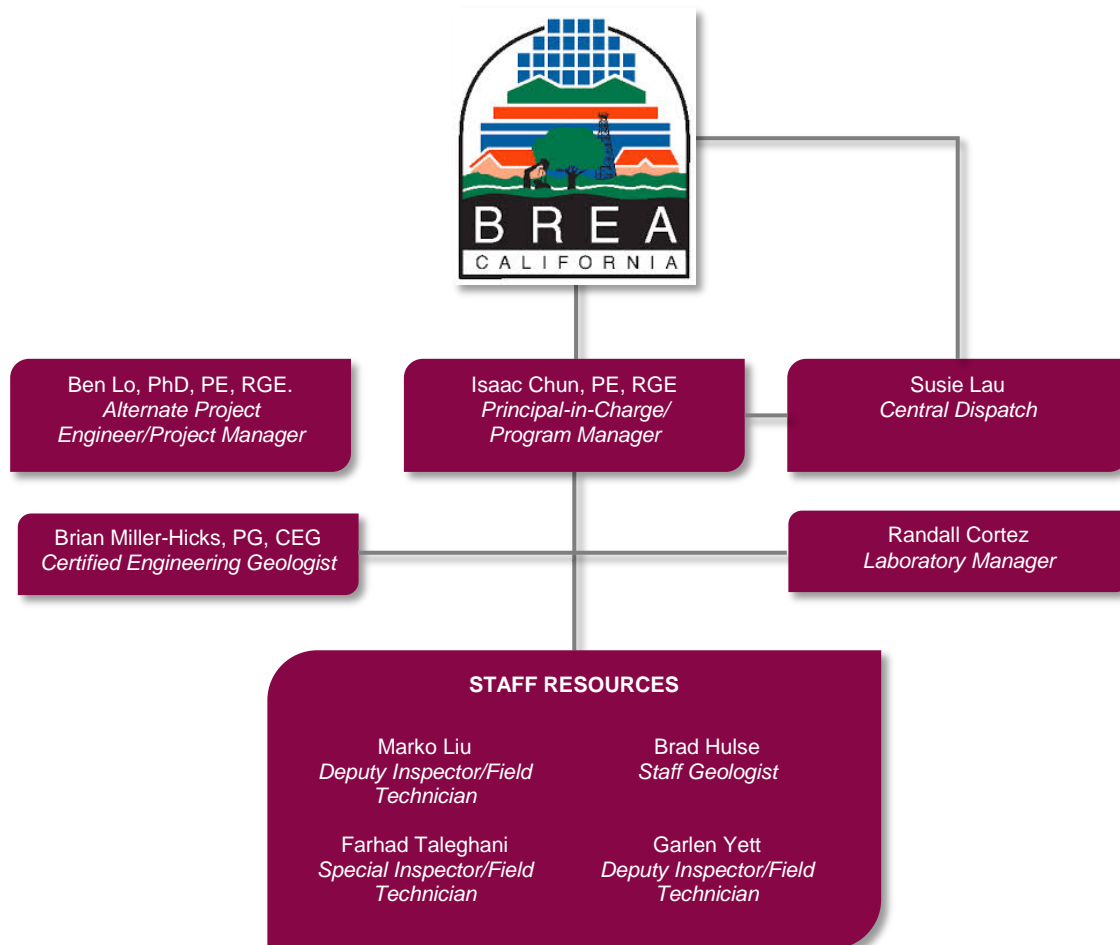
## SECTION B | PROPOSED STAFFING AND PROJECT ORGANIZATION

MTGL has the best team with the experience working with the City to complete the Construction Materials and Soils Testing Services and to keep Projects on schedule and within budget.

MTGL has registered Geotechnical Engineers and a Certified Engineering Geologist available for the Project duration, field staff, including multi-certified soils technicians and inspectors.

### TEAM ORGANIZATION CHART

The chart below illustrates our staff that would be assigned to provide services to the City. In addition, full resumes of





## PROJECT TEAM

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Below are descriptions and resumes for personnel responsible for managing and supervising the contract services. The individuals listed in our submittal are available for the duration of the contract.

**Isaac Chun, PE, GE, Vice President – Principal-in-Charge/Program Manager.** Mr. Chun is a registered geotechnical and civil engineer with over 17 years of experience on geotechnical, soils, materials and inspection projects. Mr. Chun will provide project oversight to the City purchase orders and will be the primary point of contact for the City. Mr. Chun can be reached at our Anaheim office at 714.632.2999 or via email at [ichun@mtglinc.com](mailto:ichun@mtglinc.com).

**Mei-Ban Lo, Ph.D., PE, GE, Alternate Project Engineer/Project Manager.** Mr. Ben Lo has over 47 years of experience in the engineering, materials testing, and geotechnical field and will provide technical assistance to Mr. Chun.

**Bryan Miller-Hicks PG, CEG. – Certified Engineering Geologist.** Mr. Miller-Hicks will assist the project managers in addressing any geological issues encountered by the projects.

**Randall Cortez – Laboratory Manager.** Mr. Cortez has over 6 years of experience in the geotechnical and construction materials testing industry. Mr. Cortez will manage laboratory and field testing to ensure quality and accuracy. He has certifications in the testing of asphalt, concrete, and soil. His responsibility includes ensuring quality assurance on his projects. He has lead audits for AMRL, CCRL, CalTrans, and ACOE.



## ISAAC CHUN, PE, GE | ALTERNATE PROJECT ENGINEER/PROJECT MANAGER

### Education

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

### Certifications

- Geotechnical Engineer / CA 2649
- Civil Engineer / CA 59431

### Summary

Mr. Chun has over 17 years of experience on a wide range of private and public works projects throughout Southern California including materials and soils testing/inspection projects for new construction and redevelopment projects. Mr. Chun has extensive experience in managing projects and technical staff, conducting preliminary geotechnical design projects, rough grading and post grading inspection and testing services, compaction testing and recommendations. Further experience includes materials inspection and testing during construction.

### Professional Experience

- Brea Canyon Road Grade Separation, Walnut, CA
- 7th Street Grade Separation, Industry, CA
- Annual Street Improvement Project, Chino, CA
- Euclid Avenue Rehabilitation, Upland, CA
- Mission Avenue Rehabilitation, Montclair, CA
- Ramona Avenue Rehabilitation, Montclair, CA
- Summit Avenue Reconstruction, Fontana, CA
- Cherry Avenue Reconstruction, Fontana, CA
- State Route 210 Extension
- I-10 Freeway Pavement Evaluation, Montclair, CA
- Foothill Boulevard Improvements, Rancho Cucamonga, CA
- Carnellian Boulevard Improvements, Rancho Cucamonga, CA
- Hidden Paradise Ranch and Bouquet Canyon Development, LA County, CA
- College Park Master Planned Community, Chino, CA
- Hyundai/Kia Proving Grounds, California City, CA
- San Bernardino International Airport, San Bernardino, CA
- Victoria Groves Retail and Residential Development, Rancho Cucamonga CA
- Sierra Lakes Master Planned Community Development, Fontana, CA
- Metropolitan Water District Inland Feeder Pipeline, Riverside County, CA
- Metropolitan Water District San Diego Pipeline #12, San Diego, CA
- Prado Dam Embankment and Outlet Works, Riverside County, CA
- Inland Empire Utility Authority, Multiple Pipelines, Rancho Cucamonga, CA
- Metropolitan Water District Inland Feeder Pipeline, Riverside County, CA



## MEI-BAN “BEN” LO, PHD, RGE, RCE | PROJECT MANAGER/ENGINEER

### Education

- Ph.D. (1981) Geotechnical Engineering, Century University
- M.S. (1964) Geotechnical Engineering, McMaster University
- B.S. (1964) Geotechnical Engineering, McMaster University

### Certifications

- Geotechnical Engineer: California (G-2088)
- Civil Engineer: California (C-41581), Arizona (20605), New Mexico (10049) Colorado (31456), Nevada (14669), Hawaii (2549), Ohio (34061), Guam (247)

### Summary

Dr. Lo has more than 47 years of experience in the field of Geotechnical and Civil Engineering, construction material testing and associated construction activities. He has participated in the geotechnical investigation and construction of numerous water line projects, high rise developments, subdivision developments, industrial complexes, land reclamation, tank farms, reservoirs and dams, harbors, airports, highways, bridges, tunnels, refineries and resort developments located in California, Colorado, Arizona, Rhode Island, Guam, Hawaii, Singapore, Malaysia, Indonesia, Thailand, Philippines, Taiwan and China. He has conducted the investigation and stabilization design for reclaimed landing Connecticut and Singapore. He also directed the investigation and provided remedial design for a number of distressed structures including a four-story high underground theatre in Singapore. Dr. Lo also has been responsible for quality control material testing on multiple high profile public agency projects in the Inland Empire and surrounding counties.

### Professional Experience

- Altura Credit Union; Murrieta, CA
- Cabazon Sheriff Station; Cabazon, CA
- Chicks Sporting Goods – Murrieta Plaza; Murrieta, CA
- City of Indio Teen Center, Indio, CA
- City of Victorville Wastewater Treatment Plant, Victorville, CA
- Coachella Valley Water District, Dike #4, La Quinta, CA
- Coachella Valley Water District, Highway 86 Transmission Main, Mecca, CA
- College of the Desert Infrastructure Phase 3, Palm Desert, CA
- Commerce Center – Phase II; Ontario, CA
- Corona Valley Marketplace; Corona, CA
- County of Riverside Blythe Animal Shelter, Blythe, CA
- County of Riverside La Sierra Fire Station No. 8, Riverside, CA
- County of Riverside Lake Mathews Fire Station, Lake Mathews, CA
- County of Riverside Mecca Sheriff Station & Library, Mecca, CA
- County of Riverside Mesa Verde Community Center, Mesa Verde, CA
- County of Riverside Palm Desert Sheriff Station, Palm Desert, CA
- County of Riverside Perris Sheriff Complex; Perris, CA
- County of Riverside RCIT Building, Blythe, CA
- County of Riverside Smith Correctional Facility, Banning, CA
- Date Street Plaza Retail Building; Murrieta, CA
- Desert Sky Plaza; Victorville, CA
- Empire Tower – Building V / Empire Parking Structure; Ontario, CA
- Moreno Valley Medical Center; Moreno Valley, CA
- Mt. San Jacinto Community College Scene Shop, San Jacinto, CA
- Mt. San Jacinto Learning Resource Center; Menifee, CA
- Murrieta Library; Murrieta, CA
- Redlands Logistics Center; Redlands, CA
- Roripaugh Ranch Fire Station; Temecula, CA
- University of California, Riverside – Psychology Building; Riverside, CA
- Vernon Fire Station No. 2 – Replacement & Public Works Ctr.; Vernon, CA
- Wickes Furniture; Corona, CA
- Willow Street Industrial; Rialto, CA
- Wolf Creek Fire Station; Temecula, CA
- Yucaipa Retail Center; Yucaipa, CA



**Certifications**

- Certified ICC – Reinforced Concrete, Structural Masonry, and Structural Steel/Welding
- Certified ACI – Concrete
- Certified LA County – Concrete
- Certified City of Orange County – Concrete, Masonry, Steel
- Certified City of Irvine – Concrete, Masonry, Steel
- Certified DSA – Masonry, Shot Crete
- Certified for Nuclear Density Gauge

**Summary**

Mr. Taleghani has over 24 years of experience in soils and material testing and inspection, both in the field and laboratory. His soil background includes control testing and observation of over excavations, structural fills, trench excavation and backfill, pavement subgrades and footing excavations for schools and commercial projects. His work in materials includes paving inspection and testing, concrete inspection (including rebar) and batch plant inspection. He is a registered Special Inspector with ICBO in reinforced concrete, structural masonry and structural steel/welding. He is an ACI Certified Concrete Technician and licensed to use a nuclear gauge. He has been Resident Inspector on both drilled caisson and driven pile projects.

**Professional Experience**

- 2013-07 Rosecrans Street Rehab Phase II
- City of Orange Street Improvements 2012-2013
- La Mirada Residential Street Rehabilitation
- Euclid Avenue Rehabilitation, Upland, CA
- Mission Avenue Rehabilitation, Montclair, CA
- Summit Avenue Reconstruction, Fontana, CA
- State Route 210 Extension
- I-10 Freeway Pavement Evaluation, Montclair, CA
- Foothill Boulevard Improvements, Rancho Cucamonga, CA
- Carnellian Boulevard Improvements, Rancho Cucamonga, CA
- Hidden Paradise Ranch and Bouquet Canyon Development, LA County, CA
- College Park Master Planned Community, Chino, CA
- Hyundai/Kia Proving Grounds, California City, CA
- San Bernardino International Airport, San Bernardino, CA



**Certifications**

- Certified ICC – Special Inspector Reinforced Concrete
- Certified ACI – Concrete Technician
- Certified Roofing / Waterproofing Inspector
- Certified Troxler / Nuclear Density Gauge Technician
- Certified City of Irvine – Asphalt Concrete Inspector

**Summary**

Mr. Yett has over fifteen years of experience in soil and material testing and has been with MTGL since its inception in 1993. His soil background includes control testing and observation for schools and commercial projects. In materials, his work includes concrete inspection, anchor bolt testing, waterproofing and roofing inspection. In the laboratory, his experience includes maximum densities of soil. He is ACI certified as a concrete technician and is licensed to use a nuclear gauge. Additionally, Mr. Yett is a registered Professional Inspector with ICBO for reinforced concrete and is licensed with the City of Redondo Beach as a Deputy Inspector. He is a certified Portland Cement Concrete Technician and has an asphalt concrete inspection license with the City of Irvine. Mr. Yett served as the Assurance and Control monitor for the Los Angeles River, Ortiz Construction project. Mr. Yett's duties include quality assurance on all soil and aggregate operations ensuring that Army Corps of Engineers requirements are met.

**Professional Experience**

- Robert Skinner Water Filtration Plant; Winchester, CA
- City of Orange Library Expansion; Orange, CA
- City of Temecula Maintenance Facility; Temecula, CA
- City of Orange Fire Station; Orange, CA
- Manhattan Beach – Fire & Police Facility; Manhattan Beach, CA
- Roripaugh Fire Station; Temecula, CA
- Army Corp. of Engineers – Los Angeles River, I-710 and Imperial; Irvine, CA
- Army Corp. of Engineers – Rio Hondo Channel for Bridge; Pico Rivera
- Army Corp. of Engineers – Pavement Rehab., John Wayne Airport; Irvine, CA





## SECTION C | DETAILED WORK PLAN

### CONTRACT UNDERSTANDING

The City is seeking a consultant to provide on-call as-required on a short notice basis services for construction materials and soils testing services. MTGL has the project team qualified to perform the required scope of services.

### SOILS ENGINEERING, TESTING, AND INSPECTION

**Soils Engineering:** Soils engineering, testing, and inspection services would include preliminary site investigations for roadway and building construction including geotechnical analysis of site subsurface soils, foundations design, excavation and backfill, pavement thickness design based on R Value tests (ASTM 2844) performed on the basement soils, and the traffic indices determined by the City of Anaheim.

**Preliminary Site Investigations:** Preliminary site investigations will consist of field explorations utilizing a hollow stem auger drill rig, laboratory testing of representative soils in accordance with the specifications of The American Society for Testing and Materials (ASTM) or Caltrans Test Methods (CTM), and a review of the compiled data and preparation of a written report containing recommendations in accordance to generally accepted engineering principles and practices.

**Compaction Testing of On-Site Improvements & Trench Backfill:** Field compaction testing and laboratory testing of soils, aggregates, asphalt, and concrete during construction will be performed during grading, excavation, backfill, and aggregate and concrete placement operations. Field compaction testing will be performed by our ICC Certified Soils Inspector by either the sand cone method (ASTM D1556) or the nuclear gauge method (ASTM D2922), water content tests, and maximum density optimum moisture tests per ASTM D1557.

Trench backfill compaction tests would be taken at locations and frequencies in accordance to guidelines provided by the City of Anaheim. In general, test locations on the main trenches would be spaced no more than 300 linear feet apart and 20% of the lateral trenches would be tested. Compaction tests would be taken at mid depth in the backfill zone and in the subgrade zone in trenches with depths of 4 feet or less. One half of the tests shall be taken from each depth. Trenches deeper than 4 feet would be tested in each 4 foot lift and the subgrade zone. No tests would be taken in the bedding or pipe zone. Excavating of test holes in excess of 1.0 feet in depth would not be included within the workscope.

In addition, sub-grade compaction testing of paved areas on-site and within the street right of way will be taken at locations and frequencies in accordance to guidelines provided by the City. Subject to the City approval, test locations will be selected by our technician at locations that represent the surface appearance of the sub-grade at the time of testing. Test locations will be spaced no more than 500 linear feet apart.

**Site Grading Observation:** Our services will consist of rough grading operations, performing soils tests, and submittal of a soil grading report. Our technician will observe rough grading operations on a full time basis. Removal bottoms and footing excavations shall be approved by the identified project professional (i.e. GE or CEG). Water content, in place density (compaction), maximum density and optimum moisture, expansion index and soluble sulfate test will be performed at a frequency and at locations selected by the soils engineer. Our laboratory can perform other soils test, if required, subject to the City approval. During the course of construction we will notify the City in writing, with a copy to the contractor, if in our opinion, any time the work is not in conformity to the plans and specifications. Upon completion of the work we will prepare a final report for the City which will summarize our observations and the results of all tests performed. The final report will contain recommendations and opinions regarding the conformance of the completed rough grading to the intent of the plans, soil engineering reports, and specifications.

**Asphaltic Concrete Lay Down Inspection:** Our services will consist of inspection of the asphaltic concrete lay down and quality control during the lay down operation for conformance to the job specifications. The lay down inspection will consist of monitoring the temperature and rolling procedure for the in place density of asphaltic concrete by



nuclear method. Quality control will consist of asphaltic concrete maximum density testing for conformance to the job specifications. A written report will be provided at the completion of the work.

Our services will also include laboratory testing of the aggregate base and asphaltic concrete. Services will include Hveem stabilometer, sieve analysis, sand equivalents and R-Value testing of aggregate base. Tests will be performed on materials sampled at random locations and at frequencies based on the project specifications. Testing requirements for Oil Content of asphalt can be met with our Rapid Ignition Oven, providing real time results to batch plants supplying asphalt.

**Concrete Inspection & Testing:** Our Services will consist of continual concrete inspection during the concrete placement, for conformance to approved plans, specifications, and building codes. During concrete placement our inspector will fabricate 4 compression test specimens for each 100 cubic yards of concrete placed. MTGL will provide testing at different intervals per the City request or requirements. Test cylinders will be cured in our laboratory until they are tested in accordance to ASTM C192. Compression test will be performed in accordance to ASTM C39 at 7 and 28 days, respectively. Copies of the results of all compression tests will be provided upon completion of the test. Prior to any placement of concrete, our inspector will verify all reinforcing steel placed in accordance with the project documentation. Verification of proper size, location and spacing will be the primary focus of these inspections.

**Masonry Inspection & Testing:** Masonry Inspection will be provided continuously ensuring that the reinforcing steel, mortar, grout, ties and spaces are verified. We will provide an ICC certified masonry Special Inspector. Their work will consist of verification of materials to include reinforcement, concrete masonry units, mortar and grout. Following their verification they will observe the contractor during placement of reinforcement, laying of concrete masonry units, to include observation of motored bed and head joints, and grout placement. During grout placement our inspector will verify pour heights, check for proper clearances and check for proper consolidation during vibrating operations. In addition to their observations and verifications, material sampling will be performed on mortar, grout and CMU prisms to verify compressive strength per project specifications. Daily inspection reports will be provided to the Construction Manager with weekly summary reports provided to the City.

**Structural Steel Inspection & Testing:** We will provide an inspector that has been certified by ICC as a special inspector for welding. Their work will consist of inspections of all welds made in the shop operations and/or during the field erection for compliance of the approved plans and job specifications. The inspector will make a systemic record of all welds, including a list of defective welds and a manner of correction. The inspector will check the material, equipment, details of construction and procedures, as well as the welds. The inspector may use gamma ray, sonic or any other aid for visual inspection that they deem necessary to assure the adequacy of the welding. During the welding inspection, our inspector will also inspect the installation of the high strength bolts for conformance to the job specifications. Our inspector will check the materials, equipment, details of construction and installation procedure.

Daily inspection reports will be provided to the Construction Manager with weekly summary reports provided to SCE. A verified report indicating that all inspected welding has been done in accordance to the approved plans and specifications will be provided upon completion of the work.

Laboratory analysis as required of representative samples during construction will be performed in accordance with the specifications of The American Society for Testing and Materials (ASTM) or Caltrans Test Methods (CTM).

A written report summarizing the results of all tests performed will be prepared upon completion of the work.

## CONSTRUCTION MATERIALS TESTING AND INSPECTION

Building inspection requirements shall consist of providing certified deputy building inspection personnel, approved by the City of Anaheim Building Division, to inspect and certify various item and provide support sampling and testing in accordance with the latest edition of the IBC and the City of Anaheim Building Division requirements. Our deputy



inspectors will hold valid certification of ACI, ICC, and/or AWS/CWI. The inspector will perform inspections as directed by the City of Anaheim in for conformance to approved plans, specifications, and building codes.

During placement of concrete the ACI/ICC inspector will fabricate compression the required test specimens for laboratory analysis. The test cylinders would be cured in our laboratory until they are tested in accordance to ASTM C192. Compression tests would be performed in accordance to ASTM C39 at 7 and 28 days, respectively. In addition, our inspector would obtain samples of the reinforcing steel to be used for production of concrete. All tests performed on the reinforcing steel would be in accordance to the ASTM A370 and A615 test methods.

Welding inspection would be performed by an inspector that has been certified by AWS as a special inspector for welding. His work would consist of inspection of all welds made in the shop operations and/or during the field erection for compliance of the approved plans and job specifications. He will make a systematic record of all welds, including a list of defective welds and a manner of correction of defects. The inspector would check the material, equipment, details of construction and procedures, and the qualifications and abilities of the welder. The inspector may also use gamma ray, sonic or any other aid for visual inspection that he may deem necessary to assure the adequacy of the welding.

Daily reports of all inspections will be provided to the city of Anaheim. A final verified report that the inspections were performed in accordance to the approved plans and specifications will be provided upon completion of the work.

## COMMUNICATION

MTGL shall develop and maintain positive and cooperative relationships with all parties that may be affected by the Project. MTGL recognizes that each project is different, presenting a unique set of conditions and challenges. Our staff does not approach the same methodology to every project. With each project, our staff develops an implementation plan unique to the specific needs of the project and client. Although we customize our approach to each project, our experience in providing services throughout Southern California identified several approaches that greatly improve the project's quality and efficiency. We will ensure that the City is involved in every step during the creation of our implementation plan.

## SCHEDULING

All requests for Special Inspection and Soils and Materials Technicians will be filled by the following business day if notification is received by 3:00 PM the prior business day. MTGL understands that projects may require last minute requests for testing and inspections. Should a last minute request be received, MTGL will assign the next available technician, often the same business day.

## INVOICING

MTGL can submit invoices to City on a weekly/monthly basis that will itemize each task performed, the number of hours worked per person/consultant, the rate per hour for each person/consultant, total contract amount, percent complete for specified work items, and the remaining contract amount, along with labor compliance reports.

Daily reports are sent with each billing as backup to our invoicing. We monitor re-testing of any failed tests to assist the client in regaining costs for inspection of failing tests from the General Contractor and its Subcontractors.



## SECTION D | EXCEPTIONS / DEVIATIONS

MTGL has reviewed all of the requirements of this RFP. MTGL does not have any exceptions or deviations to the contract. If selected, MTGL is willing to enter into an agreement with the City.



**SECTION E | FEE PROPOSAL**

**CITY OF BREA  
Construction Materials & Soils Testing Services RFP, April 2015**

**PROPOSED FEE SCHEDULE**  
**CONSTRUCTION MATERIALS & SOILS TESTING SERVICES**  
**FY 2015-2016**

**OFFEROR NAME:**

MTGL, Inc.

<b>ITEM</b>	<b>FEE</b>	<b>UNIT</b>
Principal Engineer - Materials	\$125.00	Per Hour
Field Technician	73.00	Per Hour
Concrete batch plant inspection	73.00	Per Hour
Asphalt batch plant inspection	73.00	Per Hour
Asphalt compaction testing	73.00	Per Hour
Vehicle and equipment Nuclear Gauge	70.00	Per Hour or Day
Mileage	0	Per Mile
Final Report	250.00	Lump Sum
Minimum charge for show up	2	Hours
Charge if more than 8 hours work	109.50	Per Hour
Reimbursable item mark-up	20	Percent
<b>Laboratory tests</b>		
Soil/base maximum density	190.00	Each
AC maximum density	190.00	Each
Concrete compression strength tests	22.00	Each
Soil/base in-place density and moisture	25.00	Each
AC in-place density	190.00	Each
Asphalt – extraction, gradation and % asphalt	90.00	Each
Cleanness value	230.00	Each
Moisture content and dry density	60.00	Each
Sand equivalent	80.00	Each
Sieve analysis	90.00	Each
Slurry seal	600.00	Each



CITY OF BREA

Construction Materials & Soils Testing Services RFP, April 2015

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
Los Angeles Community College District	
<b>Contact name:</b>	<b>Phone:</b>
Shakya Bucaram	(213) 593-8313
<b>Project award date:</b>	<b>Original Contract Value:</b>
August 27, 2009	\$353,410.00
<b>Term of Contract:</b>	
3 Years	
<b>1) Status of contract:</b>	
Current contract which is being completed. Project is almost complete.	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	
MTGL is currently named in a litigation for the Los Angeles Mission College Media Arts Project.	
The project is currently in litigation. MTGL continues to service the project through completion.	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature Steven Koch  
Name: Steven Koch  
Title: Senior Vice President

Date May 13, 2015



## APPENDIX A | INSURANCE CERTIFICATE



# CERTIFICATE OF LIABILITY INSURANCE

MTGLINC-01 ROSEM

DATE (MM/DD/YYYY)  
9/2/2014

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 License # 0E67768 IOA Insurance Services-SD 4350 La Jolla Village Drive, Suite 900 San Diego, CA 92122	CONTACT NAME: Mandy Murphey PHONE (A/C, No., Ext): (619) 574-6220 FAX (A/C, No.): (619) 574-6288 E-MAIL: Mandy.Murphey@ioausa.com ADDRESS: Mandy.Murphey@ioausa.com														
INSURED  MTGL, Inc. 2992 E. La Palma Ave., Ste. A Anaheim, CA 92806	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company of Connecticut	25682	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Continental Casualty Company	20443	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X X	6804796L097	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	BA8319R531	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP4161T475	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB7097Y724	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof.Liab/Clms Made		MCH591879084	09/01/2014	09/01/2015	Per Claim 2,000,000
C	Ded.: \$50K Per Claim		MCH591879084	09/01/2014	09/01/2015	Aggregate 2,000,000

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

It is understood and agreed that 5060 Montclair Plaza Lane Owner, LLC, CIM Group LLC, its officers, directors, agents, servants, employees, divisions, subsidiaries, partners, shareholders, affiliated companies and mortgagees/lenders are included as additional insureds under this policy, with respect to legal liability or claims caused by, arising out of, or relating to the acts or omissions, work or work product of the named insured or of others performed on behalf of the named insured. Waiver of Subrogation applies for General Liability, Business Auto & Workers' Compensation.

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

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## APPENDIX B | CERTIFICATIONS



# MTGL CERTIFICATIONS

## Corporate/Anaheim

MTGL, Inc. is fully certified by numerous agencies to provide Geotechnical Investigations and Materials Testing. Our testing laboratories are fully certified and can provide virtually any tests required.

Our certifications include:

- ASTM D3666, E329, E543, and E548
- AASHTO
- CCRL
- Caltrans
- County of Riverside
- City of Riverside
- County of Los Angeles
- City of Los Angeles
- City of San Diego

In addition, MTGL, Inc. is a certified Minority and Women Owned Business Enterprise (M/WBE) by the County of Los Angeles, and a Community Business Enterprise by the City of Los Angeles.

The following pages contain our certifications.

AASHTO Materials Reference Laboratory

Home
AASHTO Accreditation
Laboratory Assessment
Proficiency Testing

R18 Labs
ISO Labs
Fees
ISO/IEC 17025

**AASHTO R18 Accreditation Directory**

**MTGL, Inc.**  
**Mr. Michael Landon**  
**2992 East La Palma Avenue Suite A Anaheim, CA 92806**

**Hot Mix Asphalt** - accredited since 10/22/2003  
T328 - D1560 (Stability) D1561 D2041 D2172 D2726 D3203 D3666 D5444 D6926

**Soil** - accredited since 10/22/2003  
D1140 D1557 D2216 D2419 D2844 D3740 D4318

**Aggregate** - accredited since 2/15/2001  
C40 C117 C127 C128 C136 C566 C1077 D2419 D3666

**Portland Cement Concrete** - accredited since 11/20/2003  
C31 (Cylinders) C39 C138 C143 C172 C173 C231 C617 C1064 C1077 C1231

**Masonry** - accredited since 5/1/2006  
C1093

**CMU:** C140 (Sampling, Measurement, Absorption, Compressive Strength) C1552

**Metals** - accredited since 10/10/2008  
*A615 Deformed and Plain Carbon-Steel Bars: Tensile Strength (A370), Bend Test (E290)*



State of California Department of Transportation  
**CALTRANS QUALIFIED LABORATORY INSPECTION REPORT**  
 Form TL-0113

Expiration date: **April 10, 2016**  
 Inspected by: **Afsaneh Ostovar**  
 IA No.: **006**  
 Phone: **(916) 247-6311**  
 File: **Materials Category 500**

Laboratory: **MTGL, Inc.** RSP ID # **66**  
 Address: **2992 E La Palma Ave, Suite A**  
 City: **Anaheim** State: **CA** Zip: **92806**  
 Lab QC Mgr.: **Isaac Chun** Email: **ichun@mtgline.com**  
 Telephone: **(714) 632-2999** Fax: **(714) 632-2974**

A certified Independent Assurance (IA) visited this laboratory on (Date) **April 10, 2015**  
 Only the equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

CT 105	CT 106	CT 125	CT 201	CT 202	CT 204	CT 205
CT 206	CT 207	CT 213	CT 216	CT 217	CT 226	CT 227
CT 229	CT 231	CT 234	CT 235	CT 301	CT 304	CT 308
CT 309	CT 346	CT 367	CT 370	CT 371	CT 375	CT 382
CT 384	CT 318	CT 521	CT 523	CT 524	CT 533	CT 539
CT 540	CT 543	CT 552	CT 556	CT 557	LP-1	LP-2
LP-3	LP-4	LP-5	LP-6	LP-7	AASHTO T-312	AASHTO T-324

A visual check was performed and documents provided as necessary for the following items:

- Facility Safety Manual
- Laboratory Procedures Manual
- Laboratory Quality Control Manual
- Proper test equipment
- Copies of current applicable test procedures
- Calibration and service documentation
- Calibration stickers affixed to test equipment (dated within the 12 months)

On **April 10, 2015** this laboratory was Caltrans Qualified by **AFSANEH OSTOVAR**  
*(Print name of IA person)*

*(Signature of IA person)*  
 Signature of IA person



DEPARTMENT OF THE ARMY  
 ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS  
 GEOTECHNICAL AND STRUCTURES LABORATORY  
 WATERWAYS EXPERIMENT STATION, 300 HALLS FERRY ROAD  
 VICKSBURG, MISSISSIPPI 39180-6199

November 14, 2012

Reply to the Attention of:  
 Concrete and Materials Branch

Reed Briley  
 MTGL, Inc.  
 2992 East La Palma Avenue, Ste. A  
 Anaheim, CA 92806

Dear Mr. Briley:

In reference to your check no. 50619, dated November 2, 2012, and audit agreement, dated November 9, 2012, an audit based on your AASHTO Accreditation was performed on documents submitted by your laboratory. We examined the AMRL On-site Assessment Report No. 1867, dated July 12, 2012, the CRL Inspection Report No. F-186, dated October 19, 2010 and the AASHTO accreditation certificate effective November 14, 2012.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers were determined from the inspection reports from AASHTO and are as follows:

**Aggregate Tests:** ASTM C40, C117, C127, C128, C136, C566, C702, C1077, D2419, D3866, and E329.

**Bituminous Tests:** ASTM D1560, D1561, D2041, D2726, D2950, D3203, D3866, D5444, D6307, D6926, D6927, and E329.

**Concrete Tests:** ASTM C31, C39, C138, C143, C172, C173, C231, C1064, C78, C511, C617, C1077, C1231, and E329.

**Masonry, Mortar, & Grout Tests:** ASTM C140, C1019, and C1552.

**Metal Tests:** ASTM A615, A370, and E290 Tensile and Bending Test.

**Soil Tests:** ASTM D421, D698, D1140, D1557, D2216, D2419, D2844, D3740, D4318, D6938, and E329.

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the Materials Testing Center homepage at <http://gsr.eric.usace.army.mil/SL/MTG/>. All Corps offices will be notified of this decision and will have the opportunity to use your services. MTGL, Inc., Anaheim, CA will remain on our list of laboratories qualified to conduct material tests until **November 14, 2014** two (2) years from the date of the audit. In the event your AASHTO accreditation is suspended in whole or part, MTGL, Inc., Anaheim, CA is to notify the Materials Testing Center immediately to perform a re-evaluation of your laboratory's validation. Failure to notify the Materials Testing Center will result in immediate suspension of your U.S. Army Corps of Engineers validation.

Sincerely,

*(Signature)*  
 Alfred B. Crawley, PE  
 Director, Materials Testing Center

Copy Furnished:  
 Mehrdad Golshani / Los Angeles District



www.LADBS.org

TESTING AGENCY CERTIFICATE OF APPROVAL

Department Of Building & Safe  
 Material Control Section  
 221 N. Figueroa - 4th Floor  
 Los Angeles, CA 90012  
 Tel. (213) 482-0380  
 FAX (213) 482-7318

Shop Location

MTGL, Inc.  
 MTGL Inc.  
 2992 La Palma Ave. Suite #A  
 Anaheim, CA 92806

2992 La Palma Ave. Suite #A  
 Anaheim, CA 92806

Approval No: TA24780

Branch No: N/A

Expiration Date: 5/1/2014

Approval Type: TESTING AGENCY SOILS/CONCRETE  
 COMPRESSION/MORTAR/GROUT/REBAR/STEEL/ANCHOR  
 BOLTS/STRANDED CABLES/FIRE  
 PROOFING/ROOFING/AGGREGATE

You are hereby notified that your certificate of approval is valid until the expiration date shown above under the provisions of the City Of Los Angeles Municipal Code, section 98.0503 and Information Bulletin P/BG 2002-058 (Part II).

*(Signature)*  
 4 Michael Martin  
 Principal Inspector  
 Materials Control Section  
 (213) 482-0309

MTGL Inc.

LEA 044

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEPTED
<input checked="" type="checkbox"/> Earthwork/Lab	<input checked="" type="checkbox"/> Earthwork/Field	<input checked="" type="checkbox"/> Earthwork
<input checked="" type="checkbox"/> Soils	<input checked="" type="checkbox"/> Soil Compaction	<input checked="" type="checkbox"/> Fill Placement
<input checked="" type="checkbox"/> Aggregates		<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Asphalt Concrete		<input checked="" type="checkbox"/> Caissons/Piles
<input checked="" type="checkbox"/> Reinforcing Steel		<input checked="" type="checkbox"/> Reinforcing Steel
<input checked="" type="checkbox"/> Re-Bar Tension and Bend		<input checked="" type="checkbox"/> Welding
<input type="checkbox"/> Multi-Wire Strand		
<input type="checkbox"/> Chemical Analysis		<input checked="" type="checkbox"/> Concrete
<input checked="" type="checkbox"/> Concrete		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Concrete Cylinders		<input checked="" type="checkbox"/> Re-Bar and Concrete Sampling
<input checked="" type="checkbox"/> Concrete Cores		<input checked="" type="checkbox"/> Pre-Stressed Concrete
<input checked="" type="checkbox"/> Tensile Splitting		<input checked="" type="checkbox"/> Shotcrete
<input checked="" type="checkbox"/> Flexural Beams		<input type="checkbox"/> Fiber Reinforced Concrete
<input checked="" type="checkbox"/> Shotcrete Cores		<input type="checkbox"/> Epoxy Injection
<input checked="" type="checkbox"/> Lightweight Concrete Fill Cores		<input checked="" type="checkbox"/> Reinforced Gypsum
<input checked="" type="checkbox"/> Mix Design Review		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Gypsum		<input checked="" type="checkbox"/> Masonry
<input checked="" type="checkbox"/> Post Installed Anchors		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Masonry		<input checked="" type="checkbox"/> Masonry Placement
<input checked="" type="checkbox"/> Masonry Units		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Mortar and Grout		<input checked="" type="checkbox"/> Structural Metals
<input checked="" type="checkbox"/> Masonry Prisms		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Masonry Cores		<input checked="" type="checkbox"/> High Strength Bolting
<input checked="" type="checkbox"/> Masonry Shear		<input checked="" type="checkbox"/> Spray-Applied Fireproofing
<input type="checkbox"/> Shrinkage		<input checked="" type="checkbox"/> Wood
<input checked="" type="checkbox"/> Metals / Lab	<input checked="" type="checkbox"/> Metals / Field - N.D.T	<input type="checkbox"/> Light Gage Metal Plate Trusses
<input checked="" type="checkbox"/> Tension - Shapes	<input type="checkbox"/> Liquid Penetrant	<input checked="" type="checkbox"/> Glued Laminated Timber Fabrication
<input checked="" type="checkbox"/> Bend - Shapes	<input checked="" type="checkbox"/> Magnetic Particle	<input checked="" type="checkbox"/> Timber Connector Installation
<input type="checkbox"/> HS Bolt - Tension	<input checked="" type="checkbox"/> Ultrasonic	<input type="checkbox"/> Hybrid Trusses Fabrication
<input type="checkbox"/> HS Bolt - Hardness	<input type="checkbox"/> Radiographic	<input type="checkbox"/> Wood-Joists
<input type="checkbox"/> Impact		
<input checked="" type="checkbox"/> Roofing		<input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Tiles		
<input type="checkbox"/> Built-Up		
<input type="checkbox"/> Other:		

Approved by: *(Signature)* Date: **May 2, 2012**  
 Division of the State Architect LEA Acceptance for MTGL Inc., LEA 044 is effective until April 6, 2016.

1102 Q Street, Suite 5100 · Sacramento, California 95811 · (916) 445-8100



**M Metro**  
 Los Angeles County Metropolitan Transportation Authority  
 One Gateway Plaza  
 Los Angeles, CA 90012-2922  
 313.922.2000 Tel  
 metro.net

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM**

October 16, 2012 **CUCP #32843**  
Metro File # 1199

Marianne Sierra  
 MTGL, Inc.  
 2992 E. La Palma Ave. Suite A  
 Anaheim, CA 92806

**RE: Disadvantaged Business Enterprise Certification**

Dear Ms. Sierra:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description	Size Standard
541380	Testing Laboratories	\$14 million
541620	Environmental Consulting Services	\$14 million

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at [www.californiaincucp.org](http://www.californiaincucp.org). Any additions and revisions must be submitted to Metro for review and approval.

In order to assure continuing DBE status, you must submit annually a No Change Declaration form (which will be sent to you) with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. I wish you every business success and should you have any questions, please contact us at 213-922-2900. For information on Metro contracting opportunities, please visit our website at [www.metro.net](http://www.metro.net).

Sincerely,

Shirley Wong  
 Certification Representative  
 Diversity & Economic Opportunity Department

Small Business Certification Unit  
 One Gateway Plaza, Mail Stop 90-BA, Los Angeles, CA 90012-2922  
 PH: 213-922-2900 Fax: 213-922-2948

**County of Los Angeles**  
**INTERNAL SERVICES DEPARTMENT**  
 1100 North Eastern Avenue  
 Los Angeles, California 90063  
 Telephone: (877) 669-CBES  
 FAX: (323) 861-1871

**TOM TINDALL**  
 Director

"To enrich lives through effective and caring service"

August 20, 2013 **CBE Program ID #: 5-2-6**  
Status: DBE

Ms. Marianne Sierra, Owner/CEO  
 MTGL, Inc.  
 2992 E. La Palma Avenue, Suite A  
 Anaheim, CA 92806

Dear Ms. Sierra:

Congratulations! Your firm has been accepted for participation in the County of Los Angeles Community Business Enterprise (CBE) Program as a Disadvantaged Business Enterprise (DBE).

Although the County does not certify DBEs, as a DBE participant the CBE program recognizes your business for participation in certain federal programs. You will also be included in the County's database of Minority, and/or Women, Disadvantaged, and Disabled Veteran Business Enterprises. This will ensure you are notified of opportunities for participation in these federal programs.

Your participation is valid thru August 20, 2015. If there are any changes in ownership and control of your firm during this participation period, please notify this office immediately. In addition, you must submit proof of recertification by authorized governmental certifying agency prior to expiration date to maintain your participation status.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://comsivv.co.la.ca.us/webven/>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your DBE participation in the County's CBE program. If you have any questions, please call (877) 669-CBES (2237) and refer to the identification number above.

Sincerely,

**TOM TINDALL**  
 Director

Debbie Cabreira-Johnson  
 Program Director

TT:DC/jct  
 c: Cynthia Tucker, CBE/SBE Certification Specialist

# Statement of Qualifications

- **Geotechnical Engineering**
- **Construction Inspection**
- **Materials Testing**
- **Environmental**

Visit us on the web  
at  
[www.mtglinc.com](http://www.mtglinc.com),  
or scan the code:



*Providing Value in Quality Control*