

# 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 Ninyo & Moore, 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

Kurt S. Yoshi, P.E.  
Principal Engineer  
475 Goddard, Suite 200  
Irvine, CA 92618

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 Ninyo & Moore



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Kurt Yoshii, Principal Engineer

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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 10-01 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>			
<p>1. Local Agency Name: _____</p> <p>2. Project Location: _____</p> <p>3. Project Description: _____</p> <p>4. Consultant Name: _____</p> <p>5. Contract DBE Goal %: _____</p>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
<p>16. Local Agency Contract Number: _____</p> <p>17. Federal-aid Project Number: _____</p> <p>18. Proposed Contract Execution Date: _____</p> <p>Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:</p> <p>_____</p>		<p>11. Preparer's Signature _____</p> <p>12. Preparer's Name (Print) _____</p> <p>13. Preparer's Title _____</p>	
<p>19. Local Agency Representative Name (Print) _____</p>			
<p>20. Local Agency Representative Signature _____</p>	<p>21. Date _____</p>		
<p>22. Local Agency Representative Title _____</p>	<p>23. (Area Code) Tel. No. _____</p>	<p>14. Date _____</p>	<p>15. (Area Code) Tel. No. _____</p>

**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) _____		16. Preparer's Name (Print) _____	17. Preparer's Title _____
29. DLAE Signature _____		18. Date _____	19. (Area Code) Tel. No. _____
30. Date _____			

- 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

**EXHIBIT "B"**

**Ninyo & Moore**

Geotechnical and Environmental Sciences Consultants

**PROPOSAL FOR  
CONSTRUCTION MATERIALS  
AND SOILS TESTING SERVICES  
FY 2015-2016  
CITY OF BREA, CALIFORNIA**

**PREPARED FOR:**

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

**PREPARED BY:**

Ninyo & Moore  
Geotechnical and Environmental Sciences Consultants  
475 Goddard, Suite 200  
Irvine, California 92618

May 15, 2015  
Proposal No. P04-00266

475 Goddard, Suite 200 • Irvine, California 92618 • Phone (949) 753-7070 • Fax (949) 753-7071

San Diego • Irvine • Los Angeles • Rancho Cucamonga • Oakland • San Francisco • San Jose • Sacramento  
Las Vegas • Phoenix • Tucson • Prescott Valley • Denver • Broomfield • Houston

May 15, 2015  
Proposal No. P04-00266

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

**Subject:** Proposal for Construction Materials and Soils Testing Services  
FY 2015-2016  
City of Brea, California

Dear Mr. Lising:

Ninyo & Moore, a California corporation, is pleased to submit this proposal to provide the City of Brea (City) with as-needed construction materials and soils testing services for various projects located in Brea, California. In preparing our proposal, we reviewed the City's Request for Proposals (RFP), dated April 16, 2015. No Addendums were issued for this RFP. We fully understand the type of services required, and are ready to meet your needs by making available a dedicated team of professionals who have the required certifications, requisite experience, and resources to successfully complete the assignments.

Ninyo & Moore has been involved in soils and materials testing services projects throughout southern California and provided on-call soils and materials testing and inspection services for various public agencies. The testing services and quality control issues on these projects are very similar to the scope of services anticipated for this proposed contract.

## Identification of Offeror and Contact Person

### Ninyo & Moore Geotechnical and Environmental Sciences Consultants

#### Corporate Headquarters:

5710 Ruffin Road  
San Diego, California 92123  
**Phone:** 858/576-1000  
**Facsimile:** 858/576-9600

**Local Office:** 475 Goddard, Suite 200, Irvine, California  
**Phone:** 949/753-7070  
**Facsimile:** 949/753-7071  
**Contact Person:** Kurt S. Yoshii, PE, GE  
Principal Engineer  
kyoshii@ninyoandmoore.com  
949/753-7070, Ext. 12233

Some of the advantages offered by Ninyo & Moore to the benefit of the City include:

- A proven track record as the geotechnical on-call consultant for the City of Brea, as well as many other cities in southern California. Under these contracts Ninyo & Moore has performed geotechnical, soils and materials testing services on numerous projects that are similar in type and scope to the City of Brea planned projects.
- The resources of Ninyo & Moore, one of the largest geotechnical consulting firms in southern California employing over 390 professionals and possessing three fully-equipped, in-house soil and material testing laboratories in Southern California, will provide the manpower and the equipment necessary for the various projects, without the need for subconsultants.
- A project team composed of highly experienced registered geotechnical engineers, International Code Conference (ICC) inspectors, and Caltrans certified field and laboratory technicians that are available as requested.
- In addition to the required ICC and Caltrans certifications, our inspectors and field and laboratory technicians also have certifications from NICET, ACI, AWS, and for Nuclear Gauge Operation.
- Our laboratories are certified by Caltrans, American Association of State highway and Transportation Officials (AASHTO), the Cement and Concrete Reference Laboratory (CCRL), the City of Los Angeles, the Division of the State Architect (DSA), and many other public agencies.

As requested in the RFP, Ninyo & Moore attests that all the information submitted with this proposal is true and correct. We emphasize that this project is of great importance to us. We are fully prepared to make every possible commitment needed for the successful and timely completion of the proposed City projects.

Since Ninyo & Moore provides all of the requested services for this contract in-house, we will not need to utilize sub-contractors for this contract. However, Ninyo & Moore acknowledges that some of the city's projects may include Federal-aid funds and that a UDBE goal may apply, therefore will make every effort to meet that goal by utilizing a UDBE subcontractor.

Our contact person during the proposal evaluation, Mr. Kurt Yoshii, is authorized to bind Ninyo & Moore to the terms of this proposal and will be readily available at our Irvine office at (949) 753-7070, extension 12233, to answer any questions during your evaluation period.

We look forward to the opportunity to discuss our capabilities with you personally. Ninyo & Moore appreciates the City's favorable consideration of our proposal, which will remain valid for a period of 90 days.

Respectfully submitted,  
**NINYO & MOORE**



Kurt S. Yoshii, PE, GE  
Principal Engineer

KSY/rad

Distribution: (4) Addressee (1 original, 2 copies and 1 USB Flash Drive)

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### Appendices

- Appendix A – Resumes of Personnel
- Appendix B – Price Summary Sheet
- Appendix C – Past and Present Contracts Form

## A. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

### 1. Profile

Ninyo & Moore, a California corporation, was established in 1986 to provide high-quality consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental



assessment. Ninyo & Moore has the financial resources and organizational capabilities to conduct and complete the proposed work. We are committed to being responsive, thorough, technically sound, and active in the business community. Ninyo & Moore serves its clients through 15 offices located in Irvine, Los Angeles, Rancho Cucamonga, San Diego, Oakland, San Jose, San Francisco and Sacramento, California; Las Vegas, Nevada; Prescott Valley, Phoenix, and Tucson, Arizona; Denver and Bloomfield, Colorado; and Houston, Texas.

The quality of Ninyo & Moore's personnel base of over 390 employees is widely recognized. Our staff of professionals includes experienced and registered geotechnical engineers, civil engineers, certified technicians and field inspectors, environmental engineers, engineering geologists, hydrogeologists, environmental scientists, and hazardous waste and regulatory compliance specialists. Since 1986, Ninyo & Moore has been providing construction support services, in the form of soils and materials testing and inspection services for hundreds



of projects throughout Southern California. Due to the resources available at Ninyo & Moore, both in manpower and equipment, we will be able to staff the anticipated projects without the use of sub-consultants.

Ninyo & Moore's soils and materials testing laboratories are capable of performing a wide variety of geotechnical and materials tests, including testing of soils and aggregates, asphalt concrete, reinforced concrete, masonry, prestressed concrete, structural steel, welding, roofing, and fireproofing.



Ninyo & Moore laboratories are supervised by registered civil engineers, and meet the requirements of ASTM E329, ASTM C1077, ASTM D3740, and ASTM D3666. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and is regularly inspected by the Cement and Concrete Reference Laboratory (CCRL). Ninyo & Moore's testing laboratories are accredited by the American Association of State and Highway Transportation Officials (AASHTO), Caltrans, the Division of the State Architect (DSA), the City of Los Angeles, and the City of San Diego.

## **2. Firm's Financial Condition**

Ninyo & Moore is financially strong and has been rated as such by Dun and Bradstreet (Number 15-410-4079). Ninyo & Moore has never filed bankruptcy, nor do we have any pending

litigations, planned office closures, nor impending mergers that would impede our ability to perform our services.

### **3. Firm's Experience**

Ninyo & Moore has been providing geotechnical and material testing services to public agencies since our inception in 1986. During the past 25 years, Ninyo & Moore has developed a project management approach tailored specifically for on-call contracts for public agencies and has successfully perform these services for many public agencies throughout southern California. Our key personnel have that will be assigned to this project have been working together at Ninyo & Moore for over 15 years and have provided on-call or as-needed geotechnical and material testing services to many public agencies. Some of the agencies Ninyo & Moore has been awarded similar on-call contracts include the Cities of Brea, Diamond Bar, Yorba Linda, Los Angeles, Ontario, Fontana, Rancho Cucamonga, and Irvine, and to county agencies including the Riverside County Transportation Commission (RCTC), Riverside Transit Agency, Orange County Transportation Authority (OCTA), Orange County Sanitation District (OCSA), and the Los Angeles County Department of Public Works. The ability of our team to successfully perform geotechnical services for public agencies lies in their effective use of our personnel and equipment resources.

### **4. Experience with Government Agencies**

Our highly experienced staff is also familiar with standard plans and specifications prepared by various agencies, including Caltrans, American Public Works Association, Los Angeles County Metropolitan Transportation Authority, City of Los Angeles, and other agencies. The experience of Ninyo & Moore's geotechnical staff encompasses projects throughout the

southwestern United States, including providing observation and testing services for roads, bridges, highways, municipal and commercial structures, bus maintenance facilities, parking lots and structures, educational and medical facilities, commercial developments, recreational facilities, pipelines, tunnels, reservoirs, treatment plants, power plants, dams, waste-to-energy facilities, tanks, transmission towers, harbors and offshore structures, railroads, airports, low- and high-rise structures, landfills, and other public and private works.

#### **5. Past Joint Work with Offeror and Subcontractor**

Ninyo & Moore has the in-house capabilities to perform the requested scope of services without the use of subconsultants, however, as a minority-owned business enterprise (MBE), Ninyo & Moore is familiar with the goals of municipalities and government agencies relative to the utilization of disadvantaged and minority-, woman- and disabled veteran-owned business enterprises (D/M/W/DV/UDBE). Ninyo & Moore acknowledges that some of the city's projects may include Federal-aid funds and that a UDBE goal may apply. Ninyo & Moore maintains a comprehensive list of certified D/M/W/DV/UDBE firms and contacts these firms on a regular basis for subcontracting needs. If a contract goal is established, Ninyo & Moore will work with the city to obtain an approved subconsultant to meet the participation goal.

#### **6. Related Project Experience and References**

The following detailed descriptions are some of Ninyo & Moore's related projects, successfully completed by our staff for other cities and municipalities, redevelopment agencies, and state and federal agencies that demonstrate our competence to perform work similar in scope and

magnitude to that required for these projects. As requested in the RFP, we have included references for each of these projects.

### **As-Needed Construction Materials and Soils Testing Services**

City of Brea

Ninyo & Moore was retained to provide on-call construction materials and soils testing services during the various construction and reconstruction projects for the City of Brea. Our geotechnical engineering staff, as well as field testing personnel, worked closely with the City of Brea Public Works staff to see that each project is constructed in accordance with the approved plans and specifications. We have provided geotechnical engineering and construction materials and soils testing services for various roadway reconstruction and new pipeline installation projects, as well as geotechnical and materials testing services for The Tracks at Brea – Segment 3 project. Ninyo & Moore's construction materials and soils testing services included project coordination and management to assist the City in maintaining each project's fiscal budget, as well as review of each project's field density testing and laboratory test results.

We have provided construction materials and soils testing services for the following projects:

- Elm Street Resurfacing and Waterline Replacement Project
- Infiltration Testing City Maintenance Yard Project
- War Memorial Structure Project
- Master Plan Sewer Upgrade Phase 4 Project
- Birch Street Median Enhancement Phase 1 Project
- Birch Street Median Enhancement Phase 2 Project

### **On-Call Geotechnical Engineering Design and Materials Testing & Inspection Services**

**Client:** County of Los Angeles, Department of Public Works

Since 1998, Ninyo & Moore has been providing on-call geotechnical engineering design and materials testing and inspection services during construction of various municipal projects including county street rehabilitation and water-main improvements, buildings airports, fire station, medical facilities, and park projects. For each project or task order, the County issues a request for cost proposal and Ninyo & Moore prepares a detailed scope of services and cost based on the approved Schedule of Fees included in the contract. ***To date, Ninyo & Moore has been awarded over 10 contracts directly with the County, and worked on over 150 task orders*** to provide geotechnical engineering, grading observation, materials testing and inspection services, and environmental consulting including asbestos and lead based paint surveys. Some of these include various street improvement projects such as the El Monte Airport Slurry Seal,

Holliston Avenue Improvement, Brackett Field Airport Slurry Seal, and the Venice Beach Parking Lot Improvements.

### **Port of Long Beach, On-Call Materials Testing and Inspection Services**

Client: Port of Long Beach

Ninyo & Moore was retained by the Port of Long Beach (POLB) to provide on-call materials testing and inspections services in support of various POLB's Capital Improvements Program. Our first contract was awarded in 2008 and has been re-awarded in 2011 and 2014. The program consists of a variety of construction contracts and includes demolition of existing facilities (buildings, structures, landscaping, and utility systems); new construction and improvements to intermodal rail yards; roadways; bridges; container terminal development; commercial office buildings; industrial buildings; fire stations; dredging; navigation improvements; utilities; grading and paving; fencing; and communication systems. Our services include as-needed geotechnical engineering and construction materials testing and inspection services for existing structures as well as in support of new construction projects. During construction our materials testing and inspection services include soils, base materials and asphalt concrete field density testing, laboratory conformance testing of construction materials, including soils, base, portland cement concrete, asphalt concrete, reinforcing steel, and structural steel materials to evaluate the materials conformance to the project specifications. We are also providing special deputy inspection services during fabrication and construction of structural steel, reinforced concrete, fireproofing, as well as observation and monitoring during demolition and removal of asbestos and lead paint containing materials. **To date, Ninyo & Moore has provided these services on over 65 task orders**

### **City of Rancho Cucamonga / On-Call Materials Testing Services**

Client: City of Rancho Cucamonga

Ninyo & Moore has been providing soils and materials testing services for various improvements projects throughout the City of Rancho Cucamonga, California, since 2003. Our scope of services included project coordination and management; performing aggregate gradations and verification of asphalt concrete and cement concrete mix designs in general accordance with ASTM standards; field technician services for observation, sampling, testing and documentation during subgrade, aggregate base preparation, trench backfill, and placement of asphalt concrete; batch plant inspection services which include observation, sampling, and documentation during asphalt production at the plant. In addition, we provided laboratory testing of soils, aggregates, asphalt concrete, and portland cement concrete which included maximum density, optimum moisture content, R-value, extraction (% asphalt), asphalt concrete maximum density, and concrete compressive strength. Ninyo & Moore also provided pick-up and transportation of construction material samples for testing at our laboratory including field samples and batch plant samples, preparation of daily observation reports and test data sheets. **To date, Ninyo & Moore has provided these services on over 20 task orders for the City. These projects include**

***the Milliken Avenue Pavement Rehabilitation, Foothill Boulevard Storm Drain and Pavement Rehabilitation Improvements Project, and the Grove Avenue Street Improvements project.***

**Geotechnical Engineering, Materials Testing, Construction Observation and Inspection Services for Improvement Projects at John Wayne Airport**

**Client:** John Wayne Airport

Ninyo & Moore was retained by John Wayne Airport to provide as-requested geotechnical engineering, materials testing, and inspection services for various Airport Improvement projects. The contract term for our first contract was for three years at up to \$350,000 per year of as-requested services per year. In 2008, JWA issued a new, five-year, on-call contract to Ninyo & Moore with a not to exceed amount of \$8.2 million dollars. ***JWA issued 48 task orders under our current contract with a combined task order value of \$6.4 million.*** Ninyo & Moore's services included special (deputy) inspection for reinforced concrete, structural masonry, structural steel and welding, non-destructive testing, and fireproofing. We performed field sampling and testing of construction materials, and we also provided laboratory testing of soil, concrete, steel, and other materials. These services were performed on the recently complete new Terminal C, which was designed and constructed as an essential facility in accordance with the California Building Code. In addition, Ninyo & Moore provided geotechnical services for new airport facilities. Design work involved subsurface evaluation, laboratory testing, geotechnical analysis for geologic hazards such as liquefaction, seismic shaking, and settlement, and providing geotechnical design parameters for foundations, slabs, retaining walls, and pavement.

**References**

Ninyo & Moore's overall professionalism and technical quality of work are widely recognized.

Listed below are references for some of our recent projects.

◆ **City of Brea**

One Civic Center Circle, Brea, California 92821  
Mr. Raul Lising (714) 990-7600 / e-mail: [raull@ci.brea.ca.us](mailto:raull@ci.brea.ca.us)

◆ **County of Los Angeles**

900 South Fremont Avenue, 8<sup>th</sup> Floor, Alhambra, California 91803  
Mr. Greg Johnson; (626) 458-5100 / e-mail: [gjohnson@ladpw.org](mailto:gjohnson@ladpw.org)

◆ **Port of Long Beach**

4801 Airport Plaza Drive, Long Beach, California 90815  
Mr. Peter Forsythe (562) 283-7100 / e-mail: [forsythe@polb.com](mailto:forsythe@polb.com)

◆ **City of Rancho Cucamonga**

10500 Civic Center Drive, Rancho Cucamonga, California 91729  
Mr. Jerry Dyer; (909) 477-2740 e-mail: [jerry.dyer@cityofrc.us](mailto:jerry.dyer@cityofrc.us)  
Mr. Mark Steuer; (909) 477-2740 : [mark.steuer@cityofrc.us](mailto:mark.steuer@cityofrc.us)

- ◆ **John Wayne Airport**  
3160 Airway Avenue, Costa Mesa, California 92626  
Mr. Larry Serafini (949)/252-5270 / e-mail: lserafini@ocair.com

## **B. PROPOSED STAFFING AND PROJECT ORGANIZATION**

Ninyo & Moore recognizes that the success of a project depends heavily on staff capabilities and experience, effective project management and communication. The City can be assured that qualified and experienced engineers, inspectors, and technicians will be assigned to their projects. Our experienced inspectors and technicians are certified by ICC, Caltrans, DSA, AWS, NICET, ACI, and for Nuclear Gauge Operation. The proposed project team work out of our Irvine office and are available to commence work immediately upon award of the contract.

### **1. Key Project Staff**

#### **Principal-in-Charge**

**Mr. Kurt Yoshii, PE, GE**, will serve as Principal-in-Charge for this contract. Mr. Yoshii is a licensed Civil and Geotechnical Engineer in California with over 24 years of geotechnical experience. Mr. Yoshii graduated from the University of California at Berkeley with a degree in Civil Engineering and for the past 20 years Mr. Yoshii has been employed at Ninyo & Moore where he has personally performed various aspects of geotechnical engineering and materials testing services, from site development and planning through construction on public works projects. He has personally managed the first on-call contracts Ninyo & Moore was by several agencies and is very familiar with both the administrative and technical requirements for most city agencies. With this experience, he will be responsible for ensuring that Ninyo & Moore's team's performance meets or exceeds the City's expectations. In addition to his extensive background in geotechnical engineering design and construction, he

also provides geotechnical forensic evaluations, expert witness, as well as third party review services. Mr. Yoshii's diverse experience enables him to provide practical solutions to his projects and he will utilize his unique experience in the Principal oversight of this important City contract.

### **Project Manager**

**Mr. Garreth Saiki, PE, GE,** will serve as Project Manager for the duration of the contract. Mr. Saiki will provide project management and oversight, review field and laboratory test results provide supervision and technical support to staff-level engineers, geologists, and field and laboratory technicians, perform project administration and management including cost and schedule controls, and prepare the geotechnical report. He has managed similar materials testing services contracts for public agencies, including the County of Los Angeles Department of Public Works, City of Angeles, Bureau of Engineering, Los Angeles Unified School District, County of Orange Public Works, Orange County Transportation Authority and the Orange County Sanitation District. Mr. Saiki is a California Licensed Civil and Geotechnical Engineer with extensive experience in geotechnical engineering for recreational, municipal and commercial developments for various city and county agencies. Mr. Saiki holds a bachelors degree in civil engineering and a master degree in geotechnical engineering, both from the University of California at Berkeley. He also has a masters degree in Business Administration from the University of California at Davis



### **Technical Advisor/QA/QC**

**Mr. Lawrence Lovett, PE**, will serve as Technical Advisor for this contract. Ninyo & Moore's commitment to quality is evidenced by our written Quality Assurance Manual, which is administered internally by Mr. Lawrence Lovett, Principal Engineer, who is a licensed Quality Engineer in California as well as a licensed Civil Engineer. Mr. Lovett holds a B.S. degree in Civil Engineering from the University of Maryland as well as a Masters Degree in Business Administration from the City University of New York, and has over 45 years of experience. Mr. Lovett has been a Principal Engineer at Ninyo & Moore for over 17 years.

### **Field Operations Manager**

**Mr. Robert Bigger** will be the Field Operations Manager for this contract and will coordinate our daily field technician and inspection services. Mr. Bigger will interface with the City's personnel to schedule our field services as well as submitting our field and laboratory test results. Mr. Bigger has successfully performed these services for the City of Norwalk, the City of Los Angeles, and the Inland Empire Utilities Agency. He is certified by Caltrans and ACI.

### **Lead Inspector**

Ninyo & Moore's field staff is highly experienced and qualified to provide testing and inspection services for an extensive range of project requirements. Ninyo & Moore's field and laboratory technicians maintain certifications with Caltrans, ACI, ICC, DSA, OSHA, and NICET, and possess a working knowledge of the requirements and procedures as specified by these

agencies. Our proposed field and laboratory technicians are extensively experienced at providing geotechnical soils and materials testing services for construction projects.

## 2. Resumes

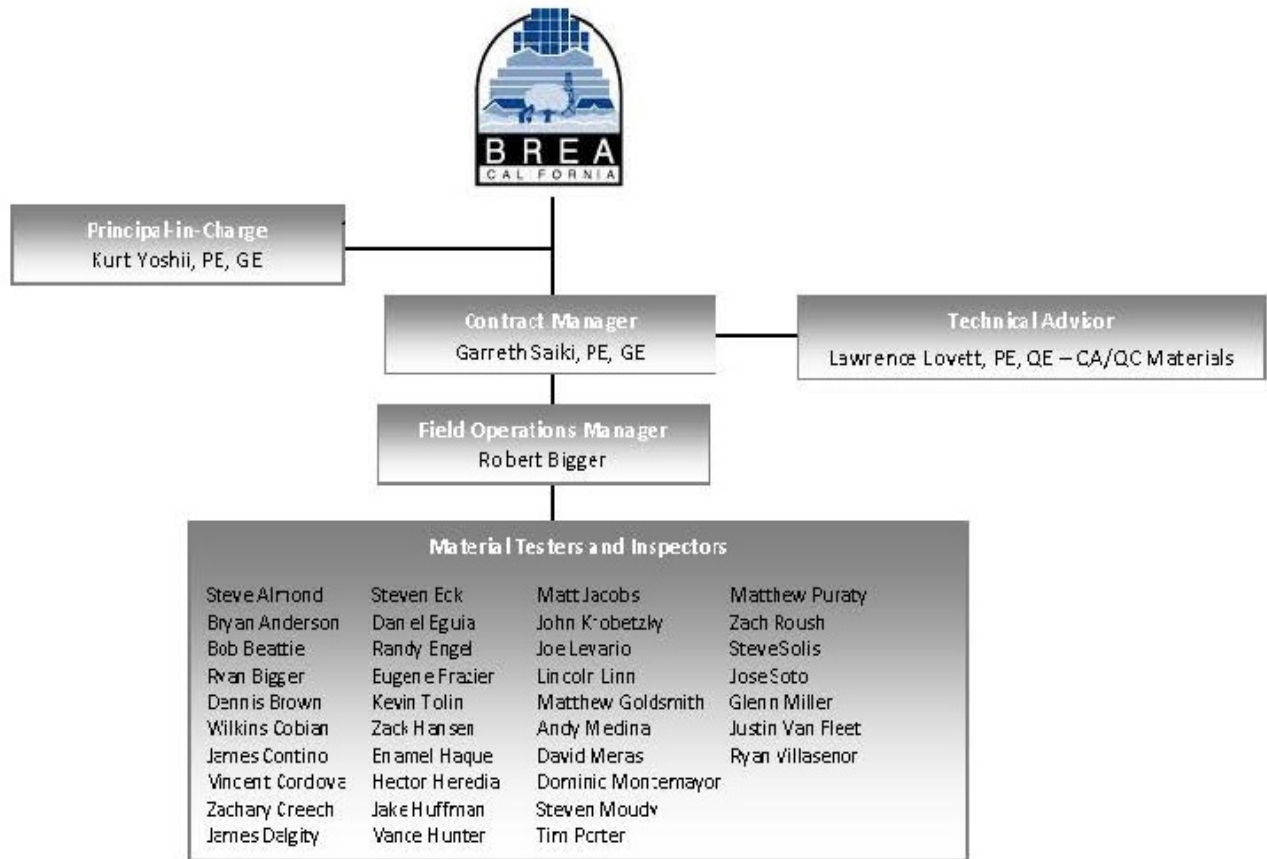
Resumes of our Key Personnel are being provided in Appendix A.

## 3. Key Personnel Table

NAME	ROLE	YEARS	YEARS W/ N&M	AVAIL-ABILITY	CERTIFICATION
Kurt S. Yoshii	Principal-in-Charge	24	20	60%	California Registered Geotechnical Engineer California Registered Civil Engineer
Garreth Saiki	Project Manager	29	17	70%	California Registered Geotechnical Engineer California Registered Civil Engineer
Lawrence Lovett	Technical Advisor Materials	47	18	50%	Registered Civil Engineer, California, RCE 50994 Registered Quality Engineer, California, QE 3960
Bob Bigger	Field Operations Manager	30	9	75%	ACI Concrete Field Technician Certification City of Irvine, Special Inspector Troxler Electronics Nuclear Gauge Certification

## 4. Organization Chart

The proposed project team personnel will work out of our Irvine office and laboratory, are highly qualified and experienced in their specific disciplines, and possess working knowledge of the required documents and standards. The following organization chart includes the key personnel described above as well as a sampling of our certified inspectors and technicians.



**5. Key Project Staff Availability**

Our key personnel will be available to the City during the contract duration and will not be removed or replaced without written approval from the City.

**C. WORK PLAN**

We understand that Ninyo & Moore will provide as-needed soils and materials testing and inspection services for various projects located in Orange County. The improvements include, but are not limited to street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district

improvements. On-going annual projects may include slurry seal, sidewalk replacement, sewer mainline relining and any miscellaneous water improvement projects also be performed as funding allowed.

Based on our understanding of the Request for Proposals, we propose the following work plan:

Our scope of services for soils and materials testing may include the following:

- Project coordination and client liaison, including scheduling of personnel by our Project Manager to provide soils and materials testing services and meeting attendance.
- Review of readily available background materials pertaining to the site, including geotechnical reports, and project plans and specifications.
- On-site soils and materials testing during construction performed by our certified personnel, on an as-requested basis. Our soils and materials testing services will typically include the following:
  - Field observation, documentation, sampling and testing of compacted fill, utility trench backfill, wall backfill, subgrade, aggregate base, asphalt concrete (AC) and asphalt rubberized hot mix (ARHM) materials.
  - Batch plant inspection, documentation, sampling and testing during production of structural concrete, AC and ARHM at the plant, including sampling and testing of aggregates.
  - Field observation and density testing during asphalt concrete pavement operations.

- Pavement coring of new or existing pavements to observe and evaluate pavement thickness and materials, including sampling of subgrade materials, as requested.
- Laboratory testing to evaluate the proctor density, R-value, sieve analysis, sand equivalent, cleanness value, AC extraction and gradation, concrete compressive strength testing, and material quality tests on the proposed soils, aggregate subbase, aggregate base, asphalt concrete, as may be required.
- Pavement deflection testing and analyses as requested.
- Preparation of daily reports, test data sheets, memoranda and summary test reports to summarize the field operations and test results.
- Preparation of letter-reports summarizing the results of our field and laboratory tests, and submittal of these reports to the City's Project Manager and others, as requested.

Ninyo & Moore is committed to providing prompt, efficient, and high quality soils and materials testing services throughout the project duration. As one of the largest geotechnical firms in southern California, Ninyo & Moore has the personnel and resources available to complete the requested services in accordance with the construction schedule. Our vast pool of experienced and certified technicians and inspectors has allowed us to accommodate continuous 24-hour construction schedules as well as weekend work when required. Our personnel are equipped with combination "smart" telephones with e-mail, texting, and voicemail so that our field and laboratory personnel are in constant communication with our project manager, as well as the

client, in order to effectively accommodate last minute scheduling changes. Our current workload allows us to provide the required personnel throughout the project for the City.

Ninyo & Moore has provided its' clients with special inspectors and technicians on-site with as little as 3 hours notice on many occasions during past projects and will be able to provide the City with the appropriate field personnel within 24 hours of notice as required by the RFP. We are able to effectively provide inspectors and technicians on short notice due to both our vast pool of personnel certified in multiple disciplines and the constant communication line our of-

## WORK PLAN



house quality assurance reviews of our in-house work in accordance with our accredited laboratory procedures manual.

- 1. Develop Scope of Work** – The initial step in our approach is to meet with the County Project manager in order to get clear understanding of the project and our expected services. For the geotechnical evaluation, we will develop a detailed scope of work, including the number and type of subsurface explorations, laboratory test, as well as the type of analyses. Our reports will be performed in accordance with the City’s Manual for Preparation of Geotechnical Reports. For the materials testing and inspection services, we will review the approved plans and specifications and will develop a detailed scope of services indicating anticipated man-hours by discipline for the required materials testing and inspection services. We will submit this plan to the City Project Manager for approval and will provide monthly updates to the City Project Manager as construction progresses.
- 2. Project Personnel Utilization** – Upon approval of our scope of work, we will assign the appropriately certified personnel to the project based on the specific needs of the project. Our large pool of licensed professional geotechnical engineers, civil engineers, and certified engineering geologists will be utilized for our geotechnical investigation. Our multiple-certified special deputy inspectors and our certified field and laboratory technicians will be readily available for assignment during construction. Our project management approach and in-house computerized data base ensure that we have the appropriately certified personnel assigned during construction. We will also review the

contractor's schedule in order to plan accordingly and anticipate the future inspections and testing requests.

**3. Sampling Protocol and Document Control** – We will next establish the sampling protocols required for the project, based on the project specifications and the requirements of the City Building Code, and other governing specifications. Our document control system provides unique identification of daily reports and laboratory conformance testing for each project assignment. These systems are a part of our Quality Systems Program and will be utilized for each task order assignment.

**4. Establish Communication Lines** – The next step in our approach is to establish the communication lines for the project, including the authorized county representative who will be requesting our services. We will also request the approved distribution list for our inspection reports, daily field reports, and laboratory conformance test results. On past projects, City Project Managers have coordinated our services in the field and distributed our reports. On other past projects, we were scheduled by on-site City Inspectors and distributed our reports to the approved distribution list. We will provide our services to meet the City's needs. Often we will attend pre-construction meetings with the contractor and obtain from the City the approved distribution list for our materials testing and inspection reports as well as our laboratory conformance testing results. We will also provide the county representatives with our personnel's Nextel direct connect numbers as well as the mobile telephone numbers, and e-mail addresses for communication dur-



ing the project. We will also establish the communication lines between the City Project Manager, City Inspector, and the contractors' and sub-contractors' representatives.

**5. Utilize Our Project Controls** – Ninyo & Moore utilizes an internal project control system that includes budget, schedule, and document review and control. Our project manager will utilize our in-house system to keep the City Project Manager informed about the status of our services during both our geotechnical investigation phase and for our materials testing and inspection services during construction. We include monthly progress reports indicating the amount billed to date along with a comparison to the overall task order budget and the overall construction schedule. Our quality control includes review of our laboratory conformance test results by a California licensed engineer and geotechnical analysis review by a California licensed Geotechnical Engineer.

**6. Perform Field and Laboratory Testing** – When construction commences, we will provide the necessary personnel and equipment to inspect and test the construction materials quality and contractor's construction methods in order to document conformance to the project plans and specifications. We will also sample the construction materials as required and perform laboratory conformance tests as specified. The results of our inspections and tests will be forwarded to the City representatives at the end of each working day. Immediate notification will be provided via phone, e-mail, and/or fax if we find non-conformance in materials or workmanship. Our local laboratory facilities will perform 100 percent of the soils and materials laboratory work for this contract. They are certified in compliance with ASTM E-329 and are approved/accredited by the City of

Los Angeles, Division of the State Architect (DSA), Metropolitan Transportation Authority (Metro), Caltrans, and the Cement and Concrete Reference Laboratory (CCRL).

- 7. Quality Assurance Review** – We understand the importance of reliability of our inspections and test results. Therefore, we have a Quality Assurance Plan in place that provides written procedures for our services. Our Quality Assurance Plan is overseen by a California licensed Quality Engineer and include review of our training procedures, as well as participation in third party review and inspection of our facilities. All of our laboratory conformance tests are reviewed by a California licensed engineer prior to submittal.
- 8. Reports** – Written reports are required for project documentation. We will submit our written reports, including both our geotechnical investigation report and our written reports during construction, as established in the communications structure for the project that was determined during the project initiation stage. Passing tests and inspections will be filed in accordance with the document control system. Non-conforming reports will be maintained in a non-conformance log that will be maintained by our office. Non-conformance areas will need to be remedied in accordance with the project requirements. When non-conforming materials or workmanship are remedied, we will document the acceptance in the non-conformance log for project close-out purposes.
- 9. Project Close-Out** – The final step in our approach is the closing out of the project and providing the project documentation, as it relates to materials testing and inspection, to the City.

### **Quality Assurance/Quality Control Programs**

Ninyo & Moore has both geotechnical and environmental quality assurance/quality control programs which facilitate compliance with project performance standards, schedules and budgets. These comprehensive quality assurance plans utilize management approach procedural manuals that delineate the interrelationship between management and design team components and describe specific quality control procedures to be used. The programs address data generation, management, and quality assessment guidelines for sampling and analysis procedures, as well as methods of corrective action. The quality assurance program manuals are available for review upon request.

### **D. EXCEPTIONS AND DEVIATIONS**

Ninyo & Moore has no exceptions to or deviations from the requirements of this RFP.

### **4. FEE PROPOSAL**

Our soils and materials testing services will be provided in accordance with the rates listed on the required "Proposed Fee Schedule Form" and is presented in Appendix B of our proposal.

### **PAST AND PRESENT CONTRACTS**

As requested in the RFP, we are providing the completed Past and Present Contracts Form as Appendix C.

**INSURANCE COVERAGE**

To provide safeguards and to meet the requirements of our clients, we carry the following types of insurance:

Insurance Type	Amount	Carrier
Professional Liability	\$ 5 Million/claim \$ 5 Million aggregate	Alterra Excess & Surplus Insurance Company
General Liability	\$ 1 Million/claim \$ 2 Million aggregate	American Automobile Insurance Company
Excess Liability	\$ 9 Million	Travelers Property Casualty Company
Worker’s Compensation	\$ 1 Million	American Automobile Insurance Company
Automobile	\$ 1 Million	Travelers Property Casualty Company

**MINORITY-OWNED BUSINESS ENTERPRISE (MBE) CERTIFICATIONS**

Ninyo & Moore is a Minority-Owned Business Enterprise (MBE). A list of agencies with which Ninyo & Moore is certified as a MBE is presented below:

Agency / Certification	Certification No.	Expiration Date
City of Los Angeles / Minority Business Enterprise	CCA-964	No Expiration Date
County of Los Angeles	50198	June 23, 2017
CPUC WMBE Clearinghouse / Minority Business Enterprise	90CS0160	February 6, 2017

## EDUCATION

B.S., Civil Engineering, 1990, University of California, Berkeley

## REGISTRATIONS

PE 54759 (California)

GE 2508 (California)

PE 14274 (Nevada)

PE 3791862202 (Utah)

PE 48007 (Colorado)

40-Hour OSHA HAZWOPER Certification with Annual Updates (CFR 1910.120)

State of California, Safety Assessment Program (SAP) Disaster Service Worker (DSW) #66477

## PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

American Society for Testing and Materials

American Concrete Institute

American Council of Engineering Companies

American Public Works Association

Asian American Architects / Engineers Association

The Society of American Military Engineers

Women's Transportation Seminar

Construction Management Association of America

As a Principal Engineer for Ninyo & Moore, Mr. Yoshii provides principal oversight on geotechnical evaluations and materials testing and inspection for residential, commercial, and public facilities, including correctional facilities, schools, hospitals, highways, railroads, pipelines, and bridges; oversees geotechnical analyses including slope stability analyses, flexible and rigid pavement design, and underground pipeline design; reviews geotechnical reports, and provides geotechnical design parameters and recommendations for grading and earthwork, shallow and deep foundations, retaining structures, and in-situ ground remediation; oversees the soils and materials laboratory operations and provides supervision and technical support to project-level engineers and geologists; as well as provides expert witness services on litigation projects.

## REPRESENTATIVE PROJECT EXPERIENCE

**As-Needed Geotechnical and Materials Testing/Inspection Services, Los Angeles County, California:** Served as Project Manager for Ninyo & Moore's first contract with the County of Los Angeles providing as-needed geotechnical engineering and construction observation, materials testing and inspection services in support of various county projects.

**Los Angeles Unified School District (LAUSD), On-Call Materials Testing Services, Los Angeles, California:** Serving as Principal-in-Charge for the on-call materials testing and inspections contract for various school construction projects throughout LAUSD. Services include materials conformance testing and special deputy inspection services in accordance with the requirements of the Division of the State Architect (DSA).

**On-Cal Soils and Materials Annual Testing Services, Rancho Cucamonga, California:** Serving as Principal-in-Charge retained to coordinate project management for soils and materials testing services during various construction projects throughout the City of Rancho Cucamonga, to evaluate the construction materials conformance with the appropriate Caltrans and Greenbook Standard Specifications, including providing quality assurance testing in accordance with Caltrans specifications for asphalt pavement.

**City of Los Angeles, On-Call Geotechnical and Environmental Consulting Services:** Principal-in-Charge for the on-call geotechnical and environmental services contract with the City of Los Angeles Bureau of Engineering, Geotechnical Division. Our services include geotechnical design, environmental hazardous materials evaluation, and geotechnical construction support services.

**Port of Long Beach, On-Call Soils and Materials Testing & Inspection Services, California:** Principal-in-Charge for the on-call materials testing and inspections contract for various Port of Long Beach projects. Responsibilities include contract management, attend site meetings to review project plans and specifications, review and provide project budgets, assign and supervise project engineers to awarded projects, project manager of specific awarded projects, daily coordination of field technicians, special deputy inspectors, and laboratory testing services in support of construction projects.

**On-Call Geotechnical/Materials Testing and Construction Inspection Services, John Wayne Airport, Orange County, California:** Serving as Principal-in-Charge for the on-call geotechnical, materials testing and inspection services for various airport projects at John Wayne Airport. Project include geotechnical design for the co-generation plant; pavement evaluation for all of the airfield, roadways, and parking lot pavements; terminal building security enhancements and building modifications, and geophysical testing for underground utility locating.

## EDUCATION

MBA, 1998, University of California Davis

M.S., Civil Engineering, 1989, University of California Berkeley

B.S., Civil Engineering, 1987, University of California Berkeley

## REGISTRATIONS AND CERTIFICATIONS

RCE 49665 (California)

GE 2509 (California)

Nuclear Gauge Operator Certification

## PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for public agency projects, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; provides supervision and technical support to staff-level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures.

## REPRESENTATIVE PROJECT EXPERIENCE

**County of Los Angeles, Department of Public Works, As-Needed Geotechnical, Soils and Materials Testing & Inspection Services, Los Angeles, California:** Served as Project Manager retained to provide services to the County of Los Angeles, Department of Public Works ranging from geotechnical design, geotechnical testing and inspection to special inspection services for welding, fireproofing, and reinforced concrete and masonry. Ninyo & Moore has also worked with the Public Works coordination staff in controlling each projects budget from a geotechnical, materials testing, and inspection services point of view. Ninyo & Moore has provided services on various types of projects from pipeline interior documentation to entire new building design and construction.

**City of Rancho Santa Margarita On-Call Geotechnical Consulting Services, Rancho Santa Margarita, California:** Project Manager retained to provide on-call geotechnical engineering consulting services for various projects in the City of Rancho Santa Margarita. Our services included third-party review of geotechnical reports, emergency observation of slope failures resulting from heavy rain events, and geotechnical observation and materials testing services for various construction projects including numerous pavement rehabilitation projects, pavement slurry seal, and drainage improvements.

**City of Rancho Cucamonga, On-Call Testing and Inspection Services, Rancho Cucamonga, California:** Project Manager retained to provide construction and inspection services for various projects for the City of Rancho Cucamonga including sewer construction, channel improvements, roadway rehabilitation and construction, new building construction, surface drainage evaluations, and third party geotechnical reviews.

**City of Los Angeles, On-Call Geotechnical and Environmental Consulting Services:** Project Manager retained for the on-call geotechnical and environmental services contract with the City of Los Angeles Bureau of Engineering, Geotechnical Division. Our services include geotechnical design, environmental hazardous materials evaluation, and geotechnical construction support services.

**Los Angeles Unified School District (LAUSD), On-Call Geotechnical Consulting Services, Los Angeles, California:** Project Manager for Ninyo & Moore's on-call geotechnical services contract to provide oversight for both the design and construction of LAUSD school facilities in accordance with the requirements and under the review of the Division of the State Architect (DSA). 8

## CERTIFICATIONS

ACI Concrete Field Technician  
Certification

Troxler Electronics Nuclear Gauge  
Certification

As a Field Operations Manager for Ninyo & Moore, Mr. Bigger oversees deputy inspection services for structural concrete and masonry, provides roadway inspection services on highway and street improvement projects and related documentation, provides construction management services on public works projects and related documentation, provides geotechnical observation and testing services for large earthwork projects and related documentation, performs quality control for underground utility and foundation construction and provides related documentation, performs field testing of concrete and asphaltic concrete and provides related documentation, provides inspection of asphalt and concrete batch plants and related documentation, and performs geotechnical laboratory testing and provides related documentation.

## REPRESENTATIVE PROJECT EXPERIENCE

**City of Brea, On-Call Construction Materials and Soils Testing:** Served as Task Manager providing construction materials and soils testing services for various roadway reconstruction and new pipeline installation projects, as well as geotechnical and materials testing services for several task orders to the city of Brea.

**City of Norwalk Street Alley Rehabilitation As-Needed Construction Materials and Soils Testing Services:** Field Operations Manager for the road rehabilitation projects including Hoxie Avenue, Paddison Avenue and Union Street intersection, Pioneer Boulevard, Pumice Street, Freeway Drive, Spring Avenue, Studebaker Road, Rosecrans Avenue, and Valley View Avenue. Our engineering, as well as field testing and inspection personnel worked closely with the City of Norwalk representatives in order to assist in ensuring that the project was constructed in accordance with the approved documents. The inspection and field testing services consisted of asphalt batch plant inspection and field density testing during the asphalt concrete production and subsequent field recompaction operations. These projects involved constructing ADA, compliant curb access ramps, pavement grinding, removal, and replacement of failed asphalt concrete pavement, and placement of ARHM overlays.

**City of Glendora, Foothill Boulevard, Grand and Glendora Avenues Street Rehabilitation Projects:** Project Manager for the geotechnical construction inspection and materials testing services during construction of the street rehabilitation projects located in Glendora, California. The three street improvement projects were located along Foothill Boulevard and Grand and Glendora Avenues. The street improvement construction consisted primarily of new roadway asphalt concrete pavement construction, as well as new concrete curb, gutter and drive approach flatwork construction that was generally located along Foothill Boulevard. The geotechnical engineering services included data compilation and analysis pertaining to the field density and laboratory materials conformance test results.

**City of La Mirada On-Call Materials Testing, La Mirada, California:** Project Manager retained to provide certified materials testing laboratory and inspection services for various projects within the City of La Mirada, California. The project includes geotechnical services including sampling, material testing, compaction testing, and other services requested. Responsibilities include project coordination and client liaison, on-site soil and materials testing and inspection during construction, field observation, documentation and testing, field sampling and in-place density testing, field sampling and testing of concrete structures and paving during construction and field inspection of the construction materials. In addition, laboratory testing on collected construction material samples in accordance with the appropriate California Test, AASHTO, and ASTM test methods were performed utilizing calibrated and certified laboratory equipment.

# LARRY LOVETT, PE, QE

## PRINCIPAL ENGINEER/MATERIALS ENGINEER

### EDUCATION

MBA, 1971, City University of New York,  
B.S., Civil Engineering, 1960, University of  
Maryland

### REGISTRATIONS

RCE 50994 (California)

### EXPERIENCE HIGHLIGHTS

Investigations and analyses for  
materials testing and inspection projects  
Pavement Design

As a Principal Materials Engineer for Ninyo & Moore, Mr. Lovett conducts investigations and analyses for materials testing and inspection projects, directs and guides materials engineers, technicians and inspectors in compiling and analyzing materials testing and inspection data, authors and reviews materials testing and inspection reports and provides technical guidance and support to the professional staff.

### REPRESENTATIVE PROJECT EXPERIENCE

**On-Call Geotechnical/Materials Testing and Construction Inspection Services, John Wayne Airport, Orange County, California:** Served as QA-QC Manager for on-call geotechnical, materials testing and inspection services for various airport projects at John Wayne Airport. Project include geotechnical design for the co-generation plant; pavement evaluation for all of the airfield, roadways, and parking lot pavements; terminal building security enhancements and building modifications, and geophysical testing for underground utility locating.

**On-Call Testing and Inspection Services, City of Fontana, Fontana, California:** Served as Forensic Investigator for construction and inspection services for various projects for the City of Fontana including sewer construction, channel improvements, roadway rehabilitation and construction, new building construction, surface drainage evaluations, and third party geotechnical reviews.

**On-Call Materials Testing Services, San Bernardino, California:** Served as Forensic Investigator for as-needed road materials testing services for the County of San Bernardino. Services include on-call support of a variety of transportation construction projects throughout the County of San Bernardino. Our services include roadway rehabilitation/improvement projects that will utilize Caltrans Test Methods for soils and asphalt materials.

**County of Los Angeles, Department of Public Works Earthquake Recovery Project Various Project Locations Throughout Los Angeles County:** Serving as Forensic Investigator providing as-needed geotechnical engineering and construction materials testing and inspection services in support of Earthquake Recovery and Capital Improvement Projects. Services include on-call services in support of a variety of construction projects throughout the County of Los Angeles and neighboring counties.

**St. Francis Intensive Care Facility, Lynwood, California:** Project completed in 1998, 12 story structural steel building. Construction cost \$80 million. Responsible for all soils, concrete, steel, masonry, precast, inspection and testing. Highlights included new ductile moment frame, "dog bone" design.

**VA Replacement Facility, Sepulveda Street, Los Angeles, California:** Completed in 1996. Construction cost \$60 million. Responsibility for all soils, concrete, standard steel, masonry, pre-cast inspection and testing. Project highlights included two, four thousand yard pours for concrete mat foundation (each done in 16 hours). Structural steel fabricated in 4 Western States.



**PROPOSED FEE SCHEDULE**

**CONSTRUCTION MATERIALS & SOILS TESTING SERVICES**

**FY 2015-2016**

**OFFEROR NAME:**

NINYO & MOORE

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ITEM	FEE	UNIT
Principal Engineer - Materials	\$168	Per Hour
Field Technician	\$87	Per Hour
Concrete batch plant inspection	\$87	Per Hour
Asphalt batch plant inspection	\$87	Per Hour
Asphalt compaction testing	\$87	Per Hour
Vehicle and equipment		Per Hour or Day
Mileage	0	Per Mile
Final Report	\$1,200	Lump Sum
Minimum charge for show up	2	Hours
Charge if more than 8 hours work	\$130.50	Per Hour
Reimbursable item mark-up	15	Percent
<b>Laboratory tests</b>		
Soil/base maximum density	\$200	Each
AC maximum density	\$215	Each
Concrete compression strength tests	\$25	Each
Soil/base in-place density and moisture	\$0	Each
AC in-place density	\$0	Each
Asphalt – extraction, gradation and % asphalt	\$240	Each
Cleanness value	\$135	Each
Moisture content and dry density	\$45	Each
Sand equivalent	\$100	Each
Sieve analysis	\$115	Each
Slurry seal	\$175	Each

**"NOT APPLICABLE"**

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

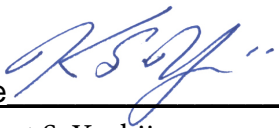
**Status of Past and Present Contracts Form**

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>	
<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   
Name: Kurt S. Yoshii  
Title: Principal Engineer

Date May 14, 2015