

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
SMITH-EMERY LABORATORIES**

THIS AGREEMENT is made and entered into this 21st day of March, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SMITH-EMERY LABORATORIES, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on call-geotechnical services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B", both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Forty Five Thousand Dollars (\$45,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or

the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on March 21, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to four (4) term periods of one (1) year each.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises

owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "F" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Smith-Emery Laboratories
1195 North Tustin Avenue
Anaheim, CA 92807
Tel: 714-238-6133
Fax: 714-238-6144
Attn: Robert Greeley

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5303
Fax: 714-754-5328
Attn: Larry Dreiman

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant

of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall 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 further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's 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 paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction

shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

[Redacted Signature]

Date: 4/28/14

Chief Executive Officer

[Redacted Signature]

Date: 4.22.14

Public Services Director

CONSULTANT

[Redacted Signature]

Date: 4/7/14

Signature

Robert T. Peet VP Engineering JRE
Name and Title

[Redacted Signature]

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

[Redacted Signature]

Date: 4/1/14

City Attorney Thomas P. Duarte

APPROVED AS TO INSURANCE:

[Redacted Signature]

Date: 4/2/14

Risk Management

APPROVED AS TO CONTENT:



Project Manager

Date: 3-19-14

EXHIBIT A
REQUEST FOR PROPOSALS

**CITY OF COSTA MESA
REQUEST FOR QUALIFICATIONS FOR GEOTECHNICAL INSPECTION
AND MATERIALS TESTING FIRMS
FOR VARIOUS CITY PROJECTS**

Dated: January 30, 2014

This is a request for proposals (RFP) from qualified firms that may lead to the award of an On-Call agreement for professional geotechnical material testing and inspection services for roadway rehabilitation projects.

Geotechnical Inspection and Materials Testing Objectives / Summary of the Scope of Work:

A geotechnical consultant selected for the proposed contract will be required, but not limited, to provide the following geotechnical inspection and material testing services and inspection services in compliance with the City of Costa Mesa Quality Assurance Program:

- a) As required, visit the site to conduct field observations, geotechnical inspections, and based on the engineering design requirements for the project, confirm the acceptability or suitability of the soils' conditions during the period of the civil foundation work and/or roadwork;
- b) Perform relative compaction tests as required on backfill, native fill, subgrade, granular materials, and asphalt concrete materials;
- c) Perform selected laboratory testing of materials including maximum density/optimum moisture tests; and sieve analysis as required on granular materials proposed for backfill and roadwork purposes;
- d) Perform sand equivalent, Hveem AC, stability, extraction, moisture, maximum density test, per Caltrans standards, as required by the Engineer;
- e) For the purposes of field quality control, provide inspection and testing of concrete and concrete materials by a Testing Laboratory in accordance with City and Caltrans Standards;
- f) Perform testing of all specified materials through the provision of comprehensive services of a Testing laboratory acceptable to the City;
- g) Provide written recommendations or reports as required to confirm results of the inspection and testing services performed.

The contract may be used as a quality control consultant or a quality assurance consultant on behalf of the City. The City makes no guarantee of the value or volume of work to be assigned to the successful firm. The Agreement executed with the successful firm will not be an exclusive contract for the provision of the described deliverables.

DBE Participation:

Due to the limited scope of work for this engagement, there is no DBE/UDBE contract goal.

Minimum Qualifications:

To be considered eligible for consideration, the responding firms must demonstrate the following minimum qualifications:

1. Adequate financial and staff resources within the Southern California area.
2. Caltrans certified personnel and Caltrans certified laboratory.
3. References of the firm's past work on public works infrastructure projects.
4. Certification of inspectors, testers, and equipment by Caltrans Independent Assurance Program.
5. The following minimum insurance limits:
 - a. General Liability: \$1,000,000
 - b. Professional Liability: \$1,000,000
 - c. Auto Liability: \$1,000,000
 - d. Workers Compensation: Per Statutory Requirements

Establishment of Fees

The proposed fee schedule to be submitted by firms shall reflect basic hourly rates and overtime hourly rates for specific personnel. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Consultant must complete attached fee proposal form as part of a complete proposal.

The hourly rate to be charged to the City will be for actual time on-site. Travel time will not be allowed.

Proposals will be received by the City of Costa Mesa Public Services Department, 77 Fair Drive, Costa Mesa, California, until the hour of **4:00 p.m., Friday, February 7, 2014.** Proposals shall be sent to the attention of Larry Dreiman. If you have any questions, please contact Larry Dreiman at 714-754-5096 or email larry.dreiman@costamesaca.gov

END OF REQUEST FOR PROPOSAL

CITY OF COSTA MESA

**REQUEST FOR PROPOSALS
GEOTECHNICAL TESTING & INSPECTION SERVICES**

SCHEDULE OF FEES

Test Method	DESCRIPTION	Rate
CT125	Sampling Highway Materials And Products	
CT202	Sieve Analysis Of Aggregates	
CT206	Specific Gravity And Absorption Of Aggregate	
CT207	Specific Gravity And Absorption Of Aggregate	
CT208	Apparent Specific Gravity Of Aggregates	
CT217	Sand Equivalent	
CT227	Evaluating Cleanness Of Aggregate	
CT229	Durability Index	
CT231	Relative Compaction – Nuclear Gage	
CT301	“R” Value	
CT304	AC Lab Density / Relative Compaction	
CT366	Stability / Hveem	
CT370	Moisture Content	
CT375	In-Place Density And Compaction	
CT382	Ac Binder	
CT504	Air Content Of Concrete	
CT518	Unit Weight Of Fresh Concrete	
CT521	Concrete Cylinders – Compressive Strength	
CT523	Flexural Strength of Concrete	
CT533	Ball Penetration - PCC	
ASTM C117	Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates	
ASTM D3910	Design, Testing, and Construction of Slurry Seal	
	Cylinder Pick Up Fee Fee for written reports as-needed confirming results of tests performed	

INSPECTION & TESTING PERSONNEL		Rate
Caltrans Certified Laboratory Technician		
Caltrans Certified Field Technician		

Consultant / Firm Name _____

Signature of Consultant Representative _____ Date _____

**EXHIBIT B
CONSULTANT'S PROPOSAL**



PREPARED FOR

CITY OF COSTA MESA

REQUEST FOR PROPOSAL
FOR GEOTECHNICAL TESTING
AND INSPECTION SERVICES

ON-CALL QUALITY CONTROL AND QUALITY ASSURANCE SERVICES

RFP DATE: JANUARY 30, 2014



SMITH-EMERY LABORATORIES

An Independent Commercial Testing Laboratory

1195 North Tustin Avenue Anaheim, California 92807 Tel (714) 238-6133 Fax (714) 238-6144

City of Costa Mesa
Public Services Department
77 Fair Drive
Costa Mesa, CA 92628
Attn: Larry Dreiman

February 7, 2014

RE: On-Call Geotechnical Services – RFP Dated January 30, 2014

Dear Mr. Dreiman,

Smith-Emery Laboratories, Inc. is pleased to be providing the City of Costa Mesa with the attached proposal for On-call geotechnical testing and inspection services.

Firm Information:

Complete legal name: Smith-Emery Laboratories, Incorporated (Inc.)
Legal Entity: A California Corporation, CA Corporation I.D. # C2132068
Contact Information: Robert Greeley, Project Manager
1197 North Tustin Avenue, Anaheim, California 92807
Phone: (714) 238-6133, ext. 209
Facsimile: (714) 238-6144
24-hour Mobile: (714) 231-2049
rob@smithemerylabs.com

Smith-Emery Laboratories runs a full service laboratory located in Anaheim, California. Robert Greeley (Project Manager) has been employed by Smith-Emery for over 34 years, and has over 12 years of experience as a Project Manager, specializing in public works projects.

We have reviewed the aforementioned RFP in its entirety, and are aware of and compliant with the outlined minimum qualifications, as follows:

- Compliant with the City's Conflict of Interest Policy
- Aware of and compliant with all California Prevailing Wage requirements, as required.
- Aware of and compliant with the City of Costa Mesa insurance requirements.
- Travel time will not be permitted for Geotechnical Services.
- On-call services not-to-exceed the amount of \$45,000.00, as required.

Respectfully Submitted,
SMITH-EMERY LABORATORIES


Robert Greeley
Project Manager

Background and Experience

Smith-Emery Laboratories was established 1904 in San Francisco to provide chemical testing services for the agriculture industry.

After the 1906 San Francisco earthquake, engineers became increasingly interested in the quality of construction materials and geotechnical engineering, which led Smith-Emery Laboratories into testing and inspection of construction and construction materials. In 1910 a second laboratory was opened in Los Angeles and in 1976 a third laboratory was opened in Orange County.

Today, Smith-Emery Laboratories is one of the oldest and largest independent construction testing and inspection agencies in the Western Region of the United States. With over 100 registered licensed deputy inspectors who are supported by a staff of Civil, Geotechnical and Chemical Engineers, as well as a large core of certified Testing Technicians, Smith-Emery has earned the reputation as a leading independent testing and inspection agency in the State of California.

Smith-Emery Laboratories has extensive experience in the following areas of material sampling, testing and inspection performing these services on thousands of projects for various Cities and other Municipalities.

- Geotechnical and Environmental Investigation, Consultant and Engineering Services
- ICC Certified Technicians and Inspectors-Field Soils, Asphalt, Reinforced Concrete, Structural Masonry, Structural Steel Bolting and Welding.
- Mass Grading and Engineer Fill Pads
- Quality Assurance Testing as it relates to City of Costa Mesa, Caltrans and SSPW or Greenbook.
- Subgrade, Aggregate Base and Asphalt Density testing for Street and Highway Improvements
- Batch Plant sampling Asphalt & Concrete
- Caltrans Certified Technicians, Source Sampling and Testing
- Construction Quality Assurance and Control
- Close Out Reports and Documentation

Experience has shown that acceptance testing and quality assurance testing of material is critical and must be performed in a timely manner. With our Orange County Facility located only minutes away and able to perform all the testing in-house under the direction of our engineering staff and to remain open at no additional cost to complete testing, along with being certified and accredited by the following agencies is an important part of supporting the Consultant Team Program. Our laboratory is accredited by Caltrans, AASHTO, AMRL, ASTM, CCRL, and DSA.

- Sample Preparation in Accordance with QAP and Caltrans, ASTM Methods
- Soil testing for density determination, expansion index and sieve.
- Aggregate Base testing for acceptance
- Aggregate & Sand testing for Asphalt and Concrete Mix Designs
- Asphalt Testing for density, oil content, moisture, stability and swell
- Testing on Asphalt & Concrete Cores
- Concrete Compression Testing including Rapid Set and Flexure Beams
- Grout & Mortar Compression Testing

The aforementioned is some of the primary laboratory testing performed for similar projects involving Cities and Municipalities.

Deliverable Oversight

Smith-Emery Laboratories has implemented an oversight plan to ensure that all deliverables are free from error for the proposed project. Smith-Emery Laboratories' oversight plan is as follows:

1. Our certified field technicians report field services daily as well as obtain the required material for laboratory testing per project specifications; material samples are labeled appropriately and delivered to our certified laboratory for testing.
2. Our Laboratory manager will complete the required laboratory testing and review all results prior to submittal to a Staff Engineer.
3. Our Staff Engineer will review all reports in detail that have been prepared and submitted by our laboratory manager.
4. Our California Registered Civil Engineer will make the final approval for all reports that have been reviewed by our staff engineer.
5. A final report is then delivered to our client, or established distribution list.
6. If at any point an error is found, the report will be sent to our Laboratory manager to make any necessary revisions. Once a revision is made the report will be sent back to our Staff Engineer and so forth (See steps 3-5).

Approach to a Firm-Caused Delay

Smith-Emery Laboratories strives to keep all projects on schedule; however, in the event that a delay to the project is caused by Smith-Emery Laboratories we will implement the following resolutions in an attempt to bring a project back on schedule at no additional cost to the City:

- Our Certified Laboratory can and will remain open 24 hours a day, 7 days a week if necessary to maintain the project schedule.
- "We work when you work" mentality; Smith-Emery Laboratories will provide the required services regardless of holidays, weekends and nights.
- Mobile laboratories can be mobilized to any location to minimize the turnaround of a test results or report submittals.
- As a preventative maintenance, Smith-Emery Laboratories supplies each project with Customer Service Representatives to ensure the project is on schedule and moving smoothly. If for any reason a project is not on schedule, our representatives will work with Project Managers, Project Engineers and/or Superintendents on a plan to get the project back on schedule in a timely manner.

Firms Strengths

As a material testing consultant firm, Smith-Emery Laboratories' biggest strength is our extensive experience in providing public works inspections for city development; the following is a list of clients where similar services were required and successfully accomplished:

- City of Newport Beach
- City of Fullerton
- City of Orange
- City of Tustin
- City of Westminster
- City of Costa Mesa
- City of Upland
- City of Irvine
- County of Orange

Project Experience

Jeffery Road Grade Separation, City of Irvine
Construction Cost: \$50 Million

Year Completed: 2012

Contact Information:

Rick Torres, (714) 345-5002
City of Irvine
6427 Oak Canyon, Building 1
Irvine, CA 92618-5202

Project Description:

Excavation of Jeffery Road under the new railroad bridge widening of Jeffery Road from four to six lanes (three in each direction) shoring system installation and construction of a new steel railroad bridge supported on CIDH piles and by pass rail system.

Work Provided:

- Geotechnical Engineering-Report Review-Consulting-Reporting
- Testing & Sampling during earthwork operations
- Concrete Testing, strength, unit weight, slump, air content
- Batch Plant inspection & sampling for concrete & asphalt
- Laboratory Testing for contract compliance
- Asphalt testing during placement per QAP
- Testing in accordance to QAP & Caltrans compliance
- Plant inspection including out-of-state steel shop
- Structural Steel welding and bolting
- Level III NDT Testing of Rail welds per contract documents

Del Obispo Bridge Widening, City of San Juan Capistrano
Construction Cost: \$3.4 Million

Year Completed: 2013

Contact Information:

Nisha A. Patel, P.E., Associate Engineer
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

Project Description:

Work consisted of 24 feet of bridge widening supported on CIDH piles, sheet piling installation and prefabricated concrete members along with channel improvements and street rehabilitation.

Work Provided:

- Geotechnical & Civil Engineering, Submittal Review, Reporting, Consulting
- Geotechnical testing & sampling in accordance with QAP & Caltrans
- PCC concrete deck sampling and testing flexure beams per Caltrans
- Concrete Testing for strength, unit weight, air content per Caltrans
- Batch Plant inspection & sampling for concrete & asphalt
- Laboratory Testing for compliance per QAP and Caltrans
- Plant inspection for prefabricated members
- Asphalt testing and sampling during placement per Caltrans

SOCO West Parking Structure, City of Fullerton
Construction Cost: \$42 Million

Year Completed: 2012

Contact Information:

Yelena Voronel, Senior Engineer (714) 738-6852
West Commonwealth Avenue
Fullerton, CA 92831

Project Description:

5 Level, 814 space above ground Parking Structure, concrete stairway and new landing at slope of grade separation.

Work Provided:

- Geotechnical Investigation slope stabilization and structure
 - Civil Engineering review submittals and mix designs, Reporting
 - Structural Steel, bolting and welding
 - Wall and sub drain installation and backfill
 - ICC concrete and post tension concrete inspection
 - Concrete Testing, strength, unit weight, slump, air content
 - Batch Plant inspection & sampling for concrete
 - Laboratory Testing for contract compliance
-

Pine Street & Various Street Rehabilitation, City of Upland
Construction Cost: \$3.3 Million

Year Completed: 2012

Contact Information:

Eddie Rhee, Senior Engineer (909) 931-4100
1370 Benson Avenue
Upland, CA 91786

Project Description:

Various street rehabilitation, including Pine Street. Work consisted of new utilities, subgrade and aggregate base sections along with new HMA and RHMA placement.

Work Provided:

- Civil Engineering, Submittal Review, Reporting, Consulting
- Geotechnical testing & sampling in accordance with QAP & Caltrans
- Concrete Testing for strength, unit weight, air content per Caltrans
- Batch Plant inspection & sampling for concrete & asphalt
- Laboratory Testing for compliance per QAP and Caltrans
- Asphalt testing and sampling during placement per Caltrans

Contact Listing

Robert Greeley, Project Manager
1195 N. Tustin Avenue, Anaheim, CA 92807
Office: (714) 238-6133, ext. 209
Mobile: (714) 231-2049, 24-Hour Emergency
rob@smithemerylabs.com

Robert Rineer, Staff Engineer
1195 N. Tustin Avenue, Anaheim, CA 92807
Office: (714) 238-6133, ext. 206
riner@smithemerylabs.com

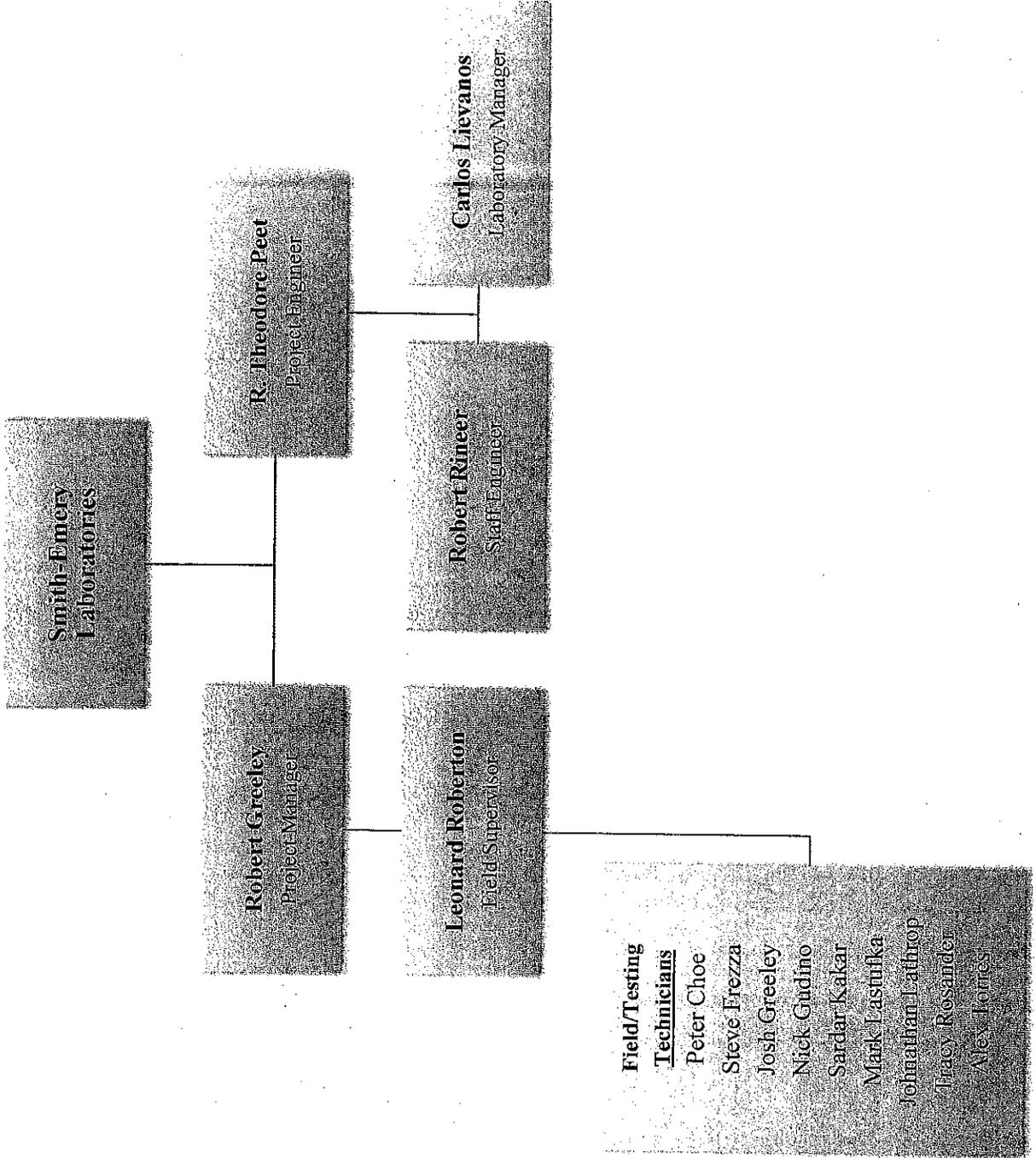
Carlos Lievanos, Laboratory Manager
1195 N. Tustin Avenue, Anaheim, CA 92807
Office: (714) 238-6133, ext. 202
carlos@smithemerylabs.com

Leonard Robertson, Field Supervisor
1195 N. Tustin Avenue, Anaheim, CA 92807
Mobile: (714) 600-9099
lrobertson@smithemerylabs.com

Richard Rogers, Dispatch/Scheduling
1195 N. Tustin Avenue, Anaheim, CA 92807
1195 N. Tustin Avenue, Anaheim, CA 92807
Office: (714) 238-6133, ext. 209
Mobile: (310) 717-3934, 24-Hour Emergency
rogers@smithemerylabs.com

Heather Milam, Accounting Associate
1195 N. Tustin Avenue, Anaheim, CA 92807
Office: (714) 238-6133, ext. 212
hmilam@smithemerylabs.com

Smith-Emery Laboratories



CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

Robert Greeley
Smith Emery

who is qualified to perform the following tests:

- 231.0 Relative Compaction of Soils & Aggregates (Nuclear)
- 375.0 In-Place Density & Rel. Compaction, AC Pave (ALL)
- 539.0 Sampling Freshly Mixed Concrete
- 540.0 PCC Cylinder Fabrication
- 556.0 Slump of Fresh Portland Cement Concrete
- 557.0 Temperature of Freshly Mixed Portland Cement Concrete

EXPIRES

- February 22, 2015

for: Jimmy Oladokun, District Materials Engineer

by:



John Warrick

Certified Independent Assurance

TL-0111 Issued : 22 February 2013

IA Phone No. : (714) 374-7853

IA Certificate No. : 057

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

Leonard Robertson
Smith Emery

who is qualified to perform the following tests:

EXPIRES

125.0	Sampling Highway Materials & Products	January 29, 2015
231.0	Relative Compaction of Soils & Aggregates (Nuclear)	October 23, 2015
375.0	In-Place Density & Rel. Compaction, AC Pave (ALL)	November 20, 2013
504.0	Air Content, Freshly Mixed Concrete, Pressure	February 22, 2015
518.0	Density of Fresh Concrete	February 22, 2015
521.0	Compressive Strength of Molded Cylinders	November 19, 2014
523.0	Flexural Strength of PCC	May 08, 2015
524.0	Flexural Strength Of Rapid Set Concrete	May 08, 2015
539.0	Sampling Freshly Mixed Concrete	February 22, 2015
540.0	PCC Cylinder Fabrication	February 22, 2015
556.0	Slump of Fresh Portland Cement Concrete	February 22, 2015
557.0	Temperature of Freshly Mixed Portland Cement Concrete	February 22, 2015

for: Jimmy Oladokun, District Materials Engineer

by:



John Warrick

Certified Independent Assurance

TL-0111 Issued : 29 January 2014

IA Phone No. : (714) 374-7853

IA Certificate No. : 057

note: This certificate is valid as long as the Acceptance Tester complies with

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

*Robert Rineer
Smith Emery*

who is qualified to perform the following tests:

231.0 Relative Compaction of Soils & Aggregates (Nuclear)

EXPIRES

August 22, 2014

for: *Jimmy Oladokun, District Materials Engineer*

by:



Ashley Shaw

Certified Independent Assurance

TL-0111 Issued : 01 October 2013

LA Phone No. : (714) 374-7863

IA Certificate No. : 068

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans *Independent Assurance Program Manual*.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

*Carlos Lievanos
Smith-Emery Company*

who is qualified to perform the following tests:

	EXPIRES
105.0 Calculations Pertaining to Gradings & SpG	October 14, 2015
201.0 Soil & Aggregate Sample Preparation	October 14, 2015
202.0 Sieve Analysis of Fine & Coarse Aggregates	October 14, 2015
216.0 Relative Compaction, Soils & Aggregates	October 18, 2015
217.0 Sand Equivalent	October 14, 2015
226.0 Determination of Moisture Content by Oven Drying	October 14, 2015
231.0 Relative Compaction of Soils & Aggregates (Nuclear)	August 09, 2012
301.0 "R" Value, Soils & Bases (Stabilometer).	June 28, 2014
304.0 Preparation of Bituminous Mixtures for Testing	June 28, 2014
308.0 Bulk SpG & Density of Bituminous Mixtures	June 28, 2014
309.0 Theoretic Max SpG. & Density of Bit. Paving Mixtures	February 22, 2014
366.0 Stabilometer Value	June 28, 2014
370.0 Moisture Content, Using Microwave Ovens	June 28, 2014
382.0 Asphalt Content of Bituminous Mixes, Ignition Method	July 12, 2014
521.0 Compressive Strength of Molded Cylinders	May 08, 2014
523.2 Flexural Strength of PCC (Beam Breaking Only)	May 08, 2014
524.2 Flex Strength Of Rapid Set Concrete (Beam Breaking Only)	May 08, 2014

for: *Jimmy Olatofun, District Materials Engineer*

by: 
Ashley Shaw
Certified Independent Assurance

TL-0111 Issued : 18 October 2013
IA Phone No. : (714) 374-7863
IA Certificate No. : 068

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

Peter K. Choe
Smith Emery Company

who is qualified to perform the following tests:

- 125.0 Sampling Highway Materials & Products
- 231.0 Relative Compaction of Soils & Aggregates (Nuclear)
- 375.0 In-Place Density & Rel. Compaction, AC Pave (ALL)
- 523.0 Flexural Strength of PCC
- 524.0 Flexural Strength Of Rapid Set Concrete
- 539.0 Sampling Freshly Mixed Concrete
- 540.0 PCC Cylinder Fabrication
- 556.0 Slump of Fresh Portland Cement Concrete
- 557.0 Temperature of Freshly Mixed Portland Cement Concrete

EXPIRES

- January 29, 2015
- January 24, 2015
- February 22, 2015
- May 08, 2014
- May 08, 2014
- February 22, 2015
- February 22, 2015
- February 22, 2015
- February 22, 2015

for: *Jimmy Olddokun*, District Materials Engineer

by: [Redacted Signature]

John Warrick
Certified Independent Assurance

TL-0111 Issued : 29 January 2014
IA Phone No. : (714) 374-7853
IA Certificate No. : 057

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans *Independent Assurance Program Manual*.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

Steve Frezza
Smith Emery

who is qualified to perform the following tests:

- 231.0 Relative Compaction of Soils & Aggregates (Nuclear)
- 533.0 Ball Penetration in Fresh Portland Cement Concrete
- 539.0 Sampling Freshly Mixed Concrete
- 540.0 PCC Cylinder Fabrication
- 556.0 Slump of Fresh Portland Cement Concrete
- 557.0 Temperature of Freshly Mixed Portland Cement Concrete

EXPIRES

- August 22, 2014
- October 23, 2014
- October 23, 2014
- October 23, 2014
- October 30, 2014
- October 23, 2014

for: *Jimmy Oladokun, District Materials Engineer*

by:



John Warrick

Certified Independent Assurance

TL-0111 Issued : 30 October 2013

IA Phone No. : (714) 374-7853

IA Certificate No. : 057

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans *Independent Assurance Program Manual*.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

Josh Greeley

Smith Emery

who is qualified to perform the following tests:

EXPIRES

231.0	Relative Compaction of Soils & Aggregates (Nuclear)	January 29, 2016
375.0	In-Place Density & Rel. Compaction, AC Pave (ALL)	February 22, 2014
523.0	Flexural Strength of PCC	May 08, 2014
524.0	Flexural Strength Of Rapid Set Concrete	May 08, 2014
533.0	Ball Penetration in Fresh Portland Cement Concrete	May 08, 2014
539.0	Sampling Freshly Mixed Concrete	May 08, 2014
540.0	PCC Cylinder Fabrication	May 08, 2014
556.0	Slump of Fresh Portland Cement Concrete	May 08, 2014
557.0	Temperature of Freshly Mixed Portland Cement Concrete	May 08, 2014

for: *Jimmy Oladokun, District Materials Engineer*

by:



John Warrick

Certified Independent Assurance

TL-0111 Issued : 29 January 2014

IA Phone No. : (714) 374-7853

IA Certificate No. : 057

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans *Independent Assurance Program Manual*.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

*Nick Gudino
Smith Emery*

who is qualified to perform the following tests:

231.0 Relative Compaction of Soils & Aggregates (Nuclear)

EXPIRES

August 22, 2014

for: *Jimmy Oladokun, District Materials Engineer*

by:



Ashley Shaw

Certified Independent Assurance

TL-0111 Issued : 22 August 2013

IA Phone No. : (714) 374-7863

IA Certificate No. : 068

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans *Independent Assurance Program Manual*.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

Sardar P. Kakar
Smith Emery

who is qualified to perform the following tests:

- 125.0 Sampling Highway Materials & Products
- 231.0 Relative Compaction of Soils & Aggregates (Nuclear)
- 375.0 In-Place Density & Rel. Compaction, AC Pave (ALL)
- 539.0 Sampling Freshly Mixed Concrete
- 540.0 PCC Cylinder Fabrication
- 556.0 Slump of Fresh Portland Cement Concrete
- 557.0 Temperature of Freshly Mixed Portland Cement Concrete

EXPIRES

- August 22, 2014
- August 22, 2014
- February 22, 2014
- November 19, 2014
- November 19, 2014
- November 19, 2014
- November 19, 2014

for: Jimmy Oladokun, District Materials Engineer

by:



John Warrick

Certified Independent Assurance

TL-0111 Issued : 19 November 2013

IA Phone No. : (714) 374-7853

IA Certificate No. : 057

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

Mark Lastufka
Smith Emery

who is qualified to perform the following tests:

EXPIRES

- 231.0 Relative Compaction of Soils & Aggregates (Nuclear)
- 539.0 Sampling Freshly Mixed Concrete
- 540.0 PCC Cylinder Fabrication
- 556.0 Slump of Fresh Portland Cement Concrete
- 557.0 Temperature of Freshly Mixed Portland Cement Concrete

- November 19, 2014
- January 29, 2015
- January 29, 2015
- January 29, 2015
- January 29, 2015

for: *Jimmy Oladokun*, District Materials Engineer

by: [Redacted]

John Warrick
Certified Independent Assurance

TL-0111 Issued : 29 January 2014

IA Phone No. : (714) 374-7853

IA Certificate No. : 057

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans *Independent Assurance Program Manual*.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

Johnathan Lathrop
Smith Emery

who is qualified to perform the following tests:

- 231.0 Relative Compaction of Soils & Aggregates (Nuclear)
- 539.0 Sampling Freshly Mixed Concrete
- 540.0 PCC Cylinder Fabrication
- 556.0 Slump of Fresh Portland Cement Concrete
- 557.0 Temperature of Freshly Mixed Portland Cement Concrete

EXPIRES

- August 22, 2014
- November 20, 2014
- November 20, 2014
- November 20, 2014
- November 20, 2014

for: *Jimmy Gladkun, District Materials Engineer*

by: [Redacted]

John Warrick

Certified Independent Assurance

TL-0111 Issued : 20 November 2013

IA Phone No. : (714) 374-7853

IA Certificate No. : 057

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans *Independent Assurance Program Manual*.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

Tracy Rosander
Smith Emery

who is qualified to perform the following tests:

- 231.0 Relative Compaction of Soils & Aggregates (Nuclear)
- 539.0 Sampling Freshly Mixed Concrete
- 540.0 PCC Cylinder Fabrication
- 556.0 Slump of Fresh Portland Cement Concrete
- 557.0 Temperature of Freshly Mixed Portland Cement Concrete

EXPIRES

- October 30, 2014
- November 20, 2014
- November 20, 2014
- November 20, 2014
- November 20, 2014

for: *Jimmy Gladkun, District Materials Engineer*

by:



John Warrick

Certified Independent Assurance

TL-0111 Issued : 20 November 2013

IA Phone No. : (714) 374-7853

IA Certificate No. : 057

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans *Independent Assurance Program Manual*.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

*Alex Torres
Smith Emery*

who is qualified to perform the following tests:

231.0 Relative Compaction of Soils & Aggregates (Nuclear)

EXPIRES

August 22, 2014

for: *Jimmy Oladokun, District Materials Engineer*

by:


Ashley Shaw
Certified Independent Assurance

TL-0111 Issued : 22 August 2013

IA Phone No. : (714) 374-7863

IA Certificate No. : 068

note: This certificate is valid as long as the Acceptance Tester complies with applicable requirements in Caltrans *Independent Assurance Program Manual*.

DEPARTMENT OF TRANSPORTATION

District 08 - Materials Engineering
464 W. Fourth Street, 6th Floor
San Bernardino, CA 92401-1400



CALTRANS QUALIFIED LABORATORY INSPECTION REPORT

Form TL-0113 (Southern IA, 01-06)

Expiration date: May 16, 2014

Inspection by: Ashley R. Shaw

IA No.: 68

Phone: (949) 279-8731

File: Materials Category 500

Laboratory: Smith Emery Laboratories RSP#23

Address: 1195 N. Tustin Ave.

City: Anaheim

State: CA

Zip: 92807

Lab Manager: Robert Greeley

e-mail: rob@smithemerylabs.com

Phone #: (714) 238-6133

Fax #: (714) 238-6144

A certified Independent Assurance (IA) Sampler and Tester visited this laboratory on May 16, 2013. Only equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System projects was checked for qualification.

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

CT 105	CT 125	CT 201	CT 202	CT 216	CT 217	CT 226	CT 231	CT 301
CT 304	CT 308	CT 309	CT 366	CT 370	CT 382	CT 504	CT 518	CT 521
CT 523	CT 524	CT 533	CT 539	CT 540	CT 541	CT 556	CT 557	

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

- Facility Safety Manual
- Laboratory Procedures Manual
- Laboratory Quality Control Manual
- Proper Test Equipment
- Copies of current applicable test procedures
- Calibration and Service Documentation
- Calibration/Service stickers affixed to test equipment

Laboratory Qualification is valid for one year

On May 16, 2013 this laboratory was qualified by:


Ashley R. Shaw
District 12, Independent Assurance

State of California Department of Transportation
QUALIFYING LABORATORIES

Form TL-0113

Expiration date: 27-Mar-14
 Inspected by: SEREE YENJAI
 IA No.: 093
 Phone: 916-247-1911
 File: Materials Category 500

Laboratory: SMITH-EMERY
 Address: 781 E. Washington Blvd, LA 90021
 City: Los Angeles State: CALIFORNIA Zip: 90021
 Lab QC Mgr.: Dr. Praful Patel e-mail: ppatel@smithemerylabs.com
 Telephone: 213-749-3411 Fax #: 213-741-8620

A certified Independent Assurance (IA) visited this laboratory on (Date) 27-Mar-13
 Only the equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System was checked for qualification.

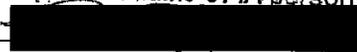
At the time of qualification, this laboratory had all necessary equipment to perform the California Tests (CT) indicated below. Sampling/Testing personnel shall possess current Caltrans Form TL-0111, "Certificate of Proficiency" prior to performing any sampling or testing.

CTM	CTM	CTM	CTM	CTM
<u>105</u>	<u>201</u>	<u>202</u>	<u>204</u>	<u>211</u>
<u>214</u>	<u>217</u>	<u>227</u>	<u>229</u>	<u>521</u>
<u>523</u>	<u>539</u>			

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

- Yes A written in-house Safety Program
- Yes A written in-house Quality Control Program
- Yes Copies of current (applicable) test procedures
- Yes Verification that the laboratory participates in Caltrans RSP correlation program
- Yes Test equipment summary for calibration/service of equipment
- Yes Calibration stickers affixed to test equipment (dated within the 12 months)
- Yes Summaries of training records
- Yes Personnel certifications/qualifications
- Yes Work experience summaries
- Yes Nuclear gage license

On 27-Mar-13 this laboratory was qualified by
 Date

SEREE YENJAI # 093
 (Printed name of IA person)

 (Signature of IA person)

**EQUIPMENT CALIBRATION SCHEDULE
CAL-TRANS**

EQUIPMENT	MAKE	CALIBRATION FREQUENCY	MODEL	SERIAL NUMBER	CAL DATE	CAL DUE DATE	CALIBRATED BY	TOLERANCE	DATE RECEIVED	DATE RELEASED	CONDITION (REMOVED)
Universal Test Machine	Timus Olsen	12 Months	120 Super L	1598500117	10/9/2013	10/9/2014	T. Summers	± 1%	6/1/2000	1/5/2012	New
Compactor	Cox&Son	12 Months	CS-1000-C	229-07	10/9/2013	10/9/2014	T. Summers	1.00%	3/19/2007	3/19/2007	New
Industry Laboratory	Platform Scale	12 Months	Balance	F735784	10/9/2013	10/9/2014	T. Summers	1.00%	5/15/2000	6/1/2000	Good
Oven	Quincy	12 Months	Oven	SE-5-01	10/9/2013	10/9/2014	T. Summers	.5 Degrees	7/27/2003	8/1/2003	Good
A/C Ignition Digital Scale	ELE	12 Months	ELE	970927077	10/9/2013	10/9/2014	T. Summers	-0.001	5/25/2000	6/1/2000	Good
Asphalt Oven	ELE/NCAT	12 Months	1087	970927077	10/9/2013	10/9/2014	T. Summers	10 C	5/25/2000	6/1/2000	Good
Stabilometer	ELE International	12 Months	45-7505	40800000027	4/20/2013	4/20/2014	A. A. Enterprises	2%PSI	2/15/2008	2/15/2008	Good
Sand Shaker	Ploog	12 Months	1315	40901316	1/30/2013	1/30/2014	C.Lievanos	NA	4/27/2002	5/1/2002	Good
Mechanical Shaker	Gilson	12 Months	TS-1	SE-6-02	5/8/2013	5/8/2014	C.Lievanos	0.05%	4/10/2008	4/10/2008	New
Sieve Shaker	Rotap	12 Months	RX-29	SE-6-01	5/8/2013	5/8/2014	C.Lievanos	0.05%	6/29/2002	7/1/2002	Good
Sieve Shaker	Gilson	12 Months	SS-18	D-395	5/8/2013	5/8/2014	C.Lievanos	0.05%	1/10/2005	1/10/2005	Good
Water Bath	Humbolt	12 Months	Tech-Lab	SE-12-01	1/30/2013	1/30/2014	C.Lievanos	NA	5/20/2000	6/1/2000	Good
Rifle Splitter 2.5	Humbolt	12 Months	H3992	SE-33-01	1/30/2013	1/30/2014	C.Lievanos	NA	5/18/2006	5/20/2006	Good
Rifle Splitter 2"	Humbolt	12 Months	N/A	SE-33-02	1/30/2013	1/30/2014	C.Lievanos	NA	5/18/2006	5/20/2006	Good
Rifle Splitter 1"	Humbolt	12 Months	N/A	SE-33-03	1/30/2013	1/30/2014	C.Lievanos	NA	5/18/2006	5/20/2006	Good
Rifle Splitter 3/4"	Humbolt	12 Months	N/A	SE-33-04	1/30/2013	1/30/2014	C.Lievanos	NA	5/18/2006	5/20/2006	Good
Rifle Splitter 1/2"	Humbolt	12 Months	N/A	SE-33-05	1/30/2013	1/30/2014	C.Lievanos	NA	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	37.5mm	6258538	5/1/2013	5/1/2014	C.Lievanos	NA	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	25mm	6258539	5/1/2013	5/1/2014	C.Lievanos	±1.10mm	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	19mm	6258540	5/1/2013	5/1/2014	C.Lievanos	±.800mm	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	12.5mm	6258541	5/1/2013	5/1/2014	C.Lievanos	±.600mm	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	12.5mm	6258541	5/1/2013	5/1/2014	C.Lievanos	±.390mm	5/18/2006	5/20/2006	Good

DESCRIPTION	WARRANTY	CALIBRATION FREQUENCY	MOD#	QTY	DATE	LABORER	TOLERANCE	DATE	QTY	DATE	CONDITION
Testing Sieves 8"	Tyler	12 Months	9.5mm	6258542	5/1/2013	5/1/2014	C. Lievanos	±.300mm	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	4.75mm	6258543	5/1/2013	5/1/2014	C. Lievanos	±.150mm	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	2.36mm	6258544	5/1/2013	5/1/2014	T. Summers	±0.08mm	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	1.18mm	6258545	5/1/2013	5/1/2014	T. Summers	±.045mm	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	600 um	6258546	5/1/2013	5/1/2014	T. Summers	±25um	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	300um	6258549	5/1/2013	5/1/2014	T. Summers	±14um	5/18/2006	5/20/2006	Good
Testing Sieves 8"	Tyler	12 Months	150um	6258547	5/1/2013	5/1/2014	T. Summers	±8um	5/18/2006	5/20/2006	Good
Testing Sieves 8"-200 wash	Tyler	12 Months	75um	E36482	5/1/2013	5/1/2014	T. Summers	±5um	5/27/2010	5/28/2010	New
Testing Sieves 8"	ELE	12 Months	75um	E36483	5/1/2013	5/1/2014	T. Summers	±5um	5/27/2010	5/28/2010	New
Wash Vessel	Tyler Com.	12 Months	N/A	WV-1	1/30/2013	1/30/2014	C. Lievanos	NA	6/1/2000	5/26/2000	Good
California Impact	Humbolt	12 Months	N/A	SN-317	4/18/2013	4/18/2014	A-A Enterprise	NA	6/1/2000	5/26/2000	Good
SE Kit	ELE International	12 Months	NA	SE-WF-1	1/30/2013	1/30/2014	C. Lievanos	NA	9/1/2004	9/2/2004	Good
Expansion Rack	ELE	12 Months	Expansion Rack	SE-43-01	3/19/2013	3/19/2014	C. Lievanos	±.0025mm	10/5/2004	10/5/2004	Good
Expansion Rack	ELE	12 Months	Expansion Rack	SE-43-02	3/19/2013	3/19/2014	C. Lievanos	±.0025mm	10/5/2004	10/5/2004	Good
Expansion Rack	ELE	12 Months	Expansion Rack	SE-43-03	3/19/2013	3/19/2014	C. Lievanos	±.0025mm	10/5/2004	10/5/2004	Good
Expansion Rack	ELE	12 Months	Expansion Rack	SE-43-04	3/19/2013	3/19/2014	C. Lievanos	±.0025mm	10/5/2004	10/5/2004	Good
Expansion Rack	ELE	12 Months	Expansion Rack	SE-43-05	3/19/2013	3/19/2014	C. Lievanos	±.0025mm	10/5/2004	10/5/2004	Good
Expansion Rack	ELE	12 Months	Expansion Rack	SE-43-06	3/19/2013	3/19/2014	C. Lievanos	±.0025mm	10/5/2004	10/5/2004	Good
Expansion 4564Rack	ELE	12 Months	Expansion Rack	SE-43-07	3/19/2013	3/19/2014	C. Lievanos	±.0025mm	10/5/2004	10/5/2004	Good
Expansion Rack	ELE	12 Months	Expansion Rack	SE-43-08	3/19/2013	3/19/2014	C. Lievanos	±.0025mm	10/5/2004	10/5/2004	Good
Expansion Rack	ELE	12 Months	Expansion Rack	SE-43-09	3/19/2013	3/19/2014	C. Lievanos	±.0025mm	10/5/2004	10/5/2004	Good
Compression Machine	Soil Test	12 Months	Compression Machine	GBP-0211132	10/9/2013	10/9/2014	T. Summers	± 1%	1/5/2012	1/5/2012	Used
Quartermaster	ELE	12 Months		Q-3A-1829	1/30/2013	1/30/2014	C. Lievanos	NA	10/5/2004	10/5/2004	New
Linear Measuring Device	AB	12 Months	12" Calipers	13513	11/15/2012	11/15/2013	A-A Enterprise	See specs	11/14/2013	11/15/2013	New
Linear Measuring Device	AB	12 Months	6" Calipers	3695-1	1/15/2013	1/15/2014	A-A Enterprise	See specs	8/15/2004	8/16/2004	Good
Bath Thermoter	Dickson	6 months	Thermo Recorder	SM320(a)	9/16/2013	9/16/2014	C. Lievanos	readable ±1	7/15/2009	7/18/2009	New
Bath Thermoter	Dickson	6 months	Thermo Recorder	SM320(b)	9/16/2013	9/16/2014	C. Lievanos	readable ±1	7/15/2009	7/18/2009	New

DESCRIPTION	MAKE	ALLOCATION FREQUENCY	MODE	QUANTITY	DATE ACQUIRED	ENDORSEMENT	TOLERANCE	DATE RECEIVED	DATE RECEIVED	CONDITION
Digital Scale	ELE International	12 Months	CAS	40710047	10/9/2013	10/9/2014	Terry Summers	NA	10/5/2004	Good
Dial Indicator	ELE	12 Months	Dial Indicator	R3778	10/9/2013	10/9/2014	Terry Summers	0.0001	11/5/2007	New
Dial Indicator	ELE	12 Months	Dial Indicator	122970221	10/9/2013	10/9/2014	Terry Summers	0.0001	11/5/2007	Off Line
Dial Indicator	ELE	12 Months	Dial Indicator	71238350	10/9/2013	10/9/2014	Terry Summers	0.0001	11/5/2007	New
Explorer Scale	Ohaus	12 Months	Balance Scale	1120061952	10/9/2013	10/9/2014	Terry Summers	1.00%	10/1/2006	Good
Lab Scale	Ohaus	12 Months	VIC-10K	22653949	10/10/2012	10/10/2013	Terry Summers	1.00%	10/1/2006	Good
Thermometer	Advance	12 Months	4110	130016652	9/6/2013	9/6/2014	Terry Summers	± 1	5/22/2009	New
Slump Cone	ELE	12 Months	Slump Cone	SE-SC-1	2/5/2013	2/5/2014	C.Lievanos	Base 200 mm Top 100mm	5/23/2008	New
Slump Cone	ELE	12 Months	Slump Cone	SE-SC-2	2/5/2013	2/5/2014	C.Lievanos	Base 200 mm Top 100mm	5/23/2008	Good
Tamping Rod	ELE	12 Months	Tamping Rod	SE-35-1	2/4/2013	2/4/2014	C.Lievanos	See Specs	5/23/2008	New
Tamping Rod	ELE	12 Months	Tamping Rod	SE-35-2	2/4/2013	2/4/2014	C.Lievanos	See Specs	5/23/2008	New
Temp/Humidity Meter	Gilson	12 Months	Gilson	SE-ID #1	4/20/2013	4/20/2014	A-A Enterprise	Hum.±6% Temp ± 1C	5/23/2009	New
Temp/Humidity Meter	Gilson	12 Months	Gilson	SE-ID #2	4/20/2013	4/20/2014	A-A Enterprise	Hum.±6% Temp ± 1C	5/23/2009	New
Temp/Humidity Meter	Gilson	12 Months	Gilson	SE-ID #3	4/20/2013	4/20/2014	A-A Enterprise	Hum.±6% Temp ± 1C	5/23/2009	New
Temp/Humidity Meter	Gilson	12 Months	Gilson	SE-03	4/20/2013	4/20/2014	A-A Enterprise	Hum.±6% Temp ± 1C	5/23/2009	New
Unit Weight Bucket	N/A	12 Months	Unit Weight	Pot - D	5/1/2013	5/1/2014	C.Lievanos	± 0.05lbs	5/5/2000	Good
Air Meter	Test Mark Industries	12 Months	Air Meter	SE - A - 7	2/22/2013	2/22/2014	C.Lievanos	1.00%	6/1/2008	New
Air Meter	Test Mark Industries	12 Months	Air Meter	SE - A - 8	2/22/2013	2/22/2014	C.Lievanos	1.00%	6/1/2008	New
Timer	Daigger	12 Months	Timer	TM - 1	4/20/2013	4/20/2014	A-A Enterprise	± 1 sec ± 10 sec	6/5/2006	Good
Timer	Daigger	12 Months	Timer	TM - 2	4/20/2013	4/20/2014	A-A Enterprise	± 1 sec ± 10 sec	6/5/2006	Good
Timer	Daigger	12 Months	Timer	TM - 3	4/20/2013	4/20/2014	A-A Enterprise	± 1 sec ± 10 sec	6/5/2007	Good
Explorer Scale	Ohaus	12 Months	Balance Scale	1127101204	10/9/2013	10/9/2014	Terry Summers	1.00%	10/1/2006	Good
Lab Scale	Acculab	12 Months	VIC-10KG	22653950	10/10/2012	10/10/2013	Terry Summers	1.00%	10/1/2006	Good
Field Scale	Pelouze	12 Months	4010	13891	10/9/2013	10/9/2014	Terry Summers	1.00%	10/1/2006	Good
Field Scale	Pelouze	12 Months	4010	13890	10/10/2012	10/10/2013	Terry Summers	1.00%	10/1/2006	Good
Field Scale	Pelouze	12 Months	4010	13936	10/9/2013	10/9/2014	Terry Summers	1.00%	10/1/2006	Good
Field Scale	Pelouze	12 Months	4040	5899	10/10/2012	10/10/2013	Terry Summers	1.00%	10/1/2006	Good

Nuclear Gages											
DESCRIPTION	MARK	CALIBRATION FREQUENCY	MODEL	SERIAL NUMBER	GAUGE DATE	DATE CALIBRATED	BY	TOLERANCE	DATE RECEIVED	DATE RECALIBRATED	CONDITION
Nuclear Gage	CPN	12 Months	MC-3	6241	2/19/2013	2/19/2014	Mauer	5%	4/5/2008	4/5/2008	Good
Nuclear Gage	CPN	12 Months	3440	6631	4/17/2013	4/17/2014	Mauer	5%	4/5/2008	4/5/2008	Used
Nuclear Gage	CPN	12 Months	MC-3	7741	2/19/2013	2/19/2014	Mauer	5%	4/5/2008	4/5/2008	Good
Nuclear Gage	CPN	12 Months	MC-3	7577	4/8/2013	4/8/2014	Mauer	5%	4/5/2008	4/5/2008	Good
Nuclear Gage	CPN	12 Months	MC-3	6240	10/19/2013	10/19/2014	Mauer	5%	4/5/2008	4/5/2008	Good
Nuclear Gage	CPN	12 Months	MC-3	9612	4/17/2013	4/17/2014	Mauer	5%	4/5/2008	4/5/2008	Good
Nuclear Gage	CPN	12 Months	MC-3	8649	6/14/2013	6/14/2014	Mauer	5%	4/5/2008	4/5/2008	Good
Nuclear Gage	Troxler	12 Months	MC-3	20561	6/18/2013	6/18/2014	Mauer	5%	4/5/2008	4/5/2008	Good
Nuclear Gage	CPN	12 Months	MC-3	8905	6/21/2013	6/21/2014	Mauer	5%	4/5/2008	4/5/2008	Good

EXHIBIT C
FEE SCHEDULE

CITY OF COSTA MESA

**REQUEST FOR PROPOSALS
GEOTECHNICAL TESTING & INSPECTION SERVICES**

SCHEDULE OF FEES

TEST METHOD	DESCRIPTION	RATE
CT 125	Sampling Highway Materials And Products	\$72.00 Per HR - Technician
CT 202	Sieve Analysis Of Aggregates	\$72.00 Per HR - Technician
CT206	Specific Gravity And Absorbion Of Aggregate	\$50.00
CT 207	Specific Gravity And Absorbion Of Aggregate	\$50.00
CT 208	Apparent Specific Gravity Of Aggregates	\$50.00
CT 217	Sand Equivalent	\$50.00
CT 227	Evaluating Cleanness Of Aggregate	\$50.00
CT 229	Durability Index	\$75.00
CT 231	Relative Compaction - Nuclear Gage	\$72.00 Per HR - Technician
CT 301	"R" Value	\$200.00
CT 304	AC Lab Density / Relative Compaction	\$125.00
CT 366	Stability / Hveem	\$125.00
CT 370	Moisture Content	\$35.00
CT 375	In-Place Density And Compaction	\$72.00 Per HR - Technician
CT 382	Ac Binder	\$75.00
CT 504	Air Content Of Concrete	\$72.00 Per HR - Technician
CT 518	Unit Weight Of Fresh Concrete	\$72.00 Per HR - Technician
CT 521	Concrete Cylinders - Compressive Strength	\$20.00 Each
CT 523	Flexural Strength Of Concrete	\$80.00
CT 533	Ball Penetration - PCC	\$72.00 Per HR - Technician
ASTM C117	Materials Finer Than 75-µm (No. 200) Sieve In Mineral Aggregates	\$50.00
ASTM D3910	Design, Testing, And Construction Of Slurry Seal	\$1,200.00
	Cylinder Pick Up Fee Fee For Written Reports As-Needed Confirming Results Of Tests Performed	\$10 Each

INSPECTION & TESTING PERSONNEL	RATE
Caltrans Certified Laboratory Technician	\$50.00
Caltrans Certified Field Technician	\$72.00

Consultant / Firm Name Smith-Emery

 2-7-14
Signature of Consultant Representative Date

EXHIBIT D
PROJECT SCHEDULE

EXHIBIT E
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
- 2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
- 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.