CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
AESCO, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 10th day of October, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and AESCO, INC., a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide materials testing services on an as-needed basis, 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" 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 ("Consultant's Proposal"), 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. 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 or her 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, 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 B. Consultant's total compensation shall not exceed Forty-Three Thousand Five Hundred Dollars ($43,500.00).

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, 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 from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. 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 three (3) years, ending on October 9, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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 "C" 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.

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 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, and (b) 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:

AESCO, Inc.
17782 Georgetown Lane
Huntington Beach, CA 92647
Tel: (714) 375-3830
Attn: Adam Chamaa

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5222
Attn: Bobby Fouladi

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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 "D" 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 agents 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.

CONSULTANT

Signature — Date: 10-15-2018

Kay Alabed, President — [redacted]

[Name and Title] — Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Thomas R. Hatch — Date: 10/19/18

Thomas Hatch
City Manager

ATTEST:

MTaylor for 10/23/18
Brenda Green
City Clerk

APPROVED AS TO FORM:

Date: 10/19/18
Thomas Duarte
City Attorney

APPROVED AS TO INSURANCE:

Date: 10/16/18
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

Date: 10/16/18
Bobby Fouladi
Project Manager

DEPARTMENTAL APPROVAL:

Raja Sethuraman

Date: 10-17-18
Raja Sethuraman
Public Services Director

APPROVED AS TO PURCHASING:

Date: 10/18/18
Kelly Telford
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS

CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

August 17, 2018

SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR ON-CALL MATERIALS TESTING

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the services of a qualified materials testing firm who can provide on-call inspection, testing, analysis, and structural assessment, for various federally and locally funded construction projects performed by the Public Services Department.

I. SCOPE OF WORK

Tasks that are to be provided under this on-call materials testing contract may include but are not limited to the following:

- Construction Inspection
- Geotechnical Boring and Analysis
- Field testing and Analysis
- Material Analysis
- Concrete: such as Concrete coring, concrete compressive cylinders, slump and air entrainment tests. Concrete compliance testing.
- ASPHALT: such as Asphalt coring, moisture and density
- AGGREGATE: such as borings, soil classification, gradation
- ASBESTOS: such as inspecting, sampling, and testing for the presence of asbestos.
- Acceptance Sampling
- Specialty Testing.
- MASONRY: such as masonry strength testing, pre-cast, pre-stressed inspection.
- Deputy Inspection Services
- Materials testing that meets the stringent testing standards set forth in AASHTO, ASTM, and CALTRANS.

B. Minimum Consultant Qualifications:

The key project staff, furnished by the consultant and sub-consultants, must have at least five years' prior experience on similar types of projects. All consultants responding to this Request for Proposals (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa.

PHONE: (714) 754-5335 FAX: (714) 754-5028 TDD: (714) 754-5244
www.costamesaca.gov

II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall include the following:

A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the City should be made aware. The project approach shall contain clarifications or additional scope of work that you feel are necessary for the successful completion of the project.

B. A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.

C. Fee proposal/Hourly Rates.

Please submit three copies of the project proposal and three copies of the fee schedule in a separate envelope by September 5, 2018, 4:00 P.M. to:

Robert Staples, Contract Administrator
City of Costa Mesa
Public Services Department
77 Fair Drive
Costa Mesa, CA 92628

III. PROFESSIONAL SERVICES AGREEMENT

A. A sample of the required Professional Services Agreement is enclosed for your information (Exhibit A). The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

B. No reduction of professional services, as stated in both the City's RFP and the consultant's submitted proposal, will be allowed.

IV. INSURANCE REQUIREMENTS

A certificate of insurance is enclosed for your reference (Exhibit B). Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

V. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review:

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing plans and records, and meet with City staff to define the detailed project scope and objectives. Meet with City staff during the progress of the project, for appropriate guidance and coordination.

VI. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for providing all available maps, plans, reports, and records on file.

VII. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSALS

Each consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful consultant engineer of the obligations to carry out the provisions of the contract.

VIII. RIGHT TO REJECT ALL PROPOSALS

A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

B. All costs incurred in the preparation of the proposal, the submission of additional information, and/or any aspect of a proposal, prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

IX. SUMMARY

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. It is the intent of the City to select a consultant and award a contract. All insurance documents must be submitted and approved prior to the award of the contract.

Attachments: Exhibit A – Professional Services Agreement
Exhibit B – Certificate of Insurance

EXHIBIT B

CONSULTANT'S PROPOSAL

AESCO

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Statement of Qualifications for On-Call Materials Testing AESCO Proposal No. P5831

City of Costa Mesa
Public Services Department
77 Fair Drive
Costa Mesa, CA 92626

Attention: Mr. Robert Staples, Contractor Administrator

AESCO
17782 Georgetown Lane
Huntington Beach, California 92647
Tele: (714) 375-3830
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September 5, 2018

AESCO maintains a strict Quality Control Program (QAP). AESCO is a member of, and certified by several independent certification agencies, such as DSA, AMRL, CCRL, Caltrans, the City of Los Angeles, and the City of San Diego. AESCO is also part of the yearly reference sampling program for these agencies. These involvements ensure a rigorous training of AESCO's technicians and test method verifications. AESCO maintains current test manuals and standards. All laboratory testing, investigations and reports are supervised by AESCO's registered geotechnical engineers or geologist. The test results are reviewed by AESCO's project manager and principal geotechnical engineer, each of whom has over 30 years of experience.

AESCO has reviewed the Professional Services Agreement (Exhibit A) and does not seek to alter or revise its terms and conditions.

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

Very truly yours,
AESCO, Inc.

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

Debra Perez
Project Manager

Kay Alabed
President

AESCO

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September 5, 2018

Mr. Robert Staples, Contract Administrator
City of Costa Mesa Public Services Department
77 Fair Drive
Costa Mesa, CA 92628

Subject: **Statement of Qualifications for**
On-Call Materials Testing
City of West Hollywood
AESCO Proposal No. P5831

Dear Mr. Staples:

AESCO is pleased to present this Statement of Qualifications to provide on-call materials testing services for various federally and locally funded construction projects performed by the Public Services Department.

Founded in 1993, AESCO, a small business enterprise, has provided construction quality control and quality assurance services on both small and large municipal capital improvement and commercial projects in Los Angeles, San Bernardino, Riverside, and Orange Counties over the past 25 years.

AESCO employees are experienced professionals consisting of geotechnical and environmental engineers, engineering geologists, environmental engineers, deputy inspectors, laboratory and field technicians, and quality control professionals. Our staff adheres to very strict written quality assurance standards and procedures, and recognizes that producing high-quality service is our first priority and primary goal. AESCO has extensive experience in working for various cities on an on-call basis throughout Southern California. AESCO is familiar with local geotechnical conditions, State of California building codes, and applicable environmental regulations and guidance documents. Our capabilities include monitoring geotechnical materials testing and inspections, construction monitoring and materials testing including rebar, concrete, steel, masonry, etc., foundation design, slope stability and liquefaction analyses, pile load testing, inclinometers, Gamma Gamma logging, cross-hole sonic logging, seismic studies, environmental monitoring and regulatory assistance.

AESCO will respond within 24-hours upon request by the City. AESCO has used cloud computing and other forms of technology to streamline client communication, improve the documentation process and provide engineers an efficient way to record results. Allowing, clients and team

members the ability to verify and track the progress of our work. This method has improved project tracking, collaborating on solutions and ensuring the project is inspected in accordance with the contract documents and intent of the design professionals.

AESCO has presented educational seminars to various public agencies, including the City of Costa Mesa, to review materials testing and inspection procedures regarding multiple types of materials and possible problems that may be encountered during construction of a project.

AESCO CORPORATION PROFILE

- AESCO is a **woman-owned corporation** (incorporated in California) and has been in operation since 1993, a total of 25 years.
- AESCO is **SBE, DBE/UDBE, WBE,** and **CBE** certified.
- Laboratory is DSA, Caltrans and City of Los Angeles certified.
- Member of the Independent Assurance Program with Caltrans, CCRL, and AMRL.
- Materials testing and inspection services including asphalt.
- Clients include OCTA, CalTrans, and MTA, the Cities of **West Hollywood**, Los Angeles, **Costa Mesa,** Huntington Beach, Santa Ana, Villa Park, Lynwood, Lakewood, Buena Park, Irvine, and Riverside; the Los Angeles Unified School District, the Long Beach Community College District, the Covina School District, and the Alhambra School District.

SCOPE OF SERVICES

The Scope of Services consists of providing "on-call" Materials Testing Services for the Public Services Department. The Scope of Services includes materials inspections and geotechnical and environmental engineering.

QUALIFICATIONS AND PROJECT UNDERSTANDING

AESCO's qualifications and work plans for geotechnical and materials testing and inspections are included within **Section A.**

EXAMPLE PROJECTS

Examples of similar projects that AESCO has provided services on in the last 5 years are presented in **Section B. AESCO has, or is currently, holding on-call contracts for construction materials testing and inspections for multiple cities and agencies, such as, the City of Huntington Beach, the City of Santa Ana, the City of Irvine, LA Unified School District, Oceanview School District, the City of Villa Park, the City of Riverside, the City of Anaheim, the City of Costa Mesa, Orange County Sanitation District, and Orange County Public Works.**

FEE PROPOSAL/HOURLY RATES

AESCO's current fee schedule is provided in a separate envelope.

QUALIFIED PERSONNEL

We have attached a summary of personnel as well as a project organization chart here within **Appendix A,** to provide you with an overview of their professional credentials and experience. Resumes are provided in Appendix B. Letters of recommendation are presented in **Appendix C.**

Statement of Qualifications

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Section A
Qualifications and Project Understanding

QUALIFICATIONS

AESCO is a **woman-owned corporation** (incorporated in California) and has been in operation since 1993. AESCO is headquartered at 17782 Georgetown Lane, Huntington Beach, California 92647 and we currently have twenty-five employees. We also have a second office in Fontana, California. AESCO is **SBE, DBE/UDBE, WBE**, and **CBE** certified. AESCO's laboratory is certified by DSA, Caltrans and City of Los Angeles. AESCO has been involved in a number of projects involving QA/QC construction materials testing and inspection and geotechnical and environmental engineering for various clients including the Cities of **Costa Mesa**, West Hollywood, Los Angeles, Costa Mesa, Inglewood, Long Beach, Diamond Bar, Lakewood, Huntington Beach, Lynwood, Riverside, Buena Park, Irvine, Santa Ana; Alameda Corridor-East Construction Authority (ACE); San Bernardino Associated Governments (SANBAG); Caltrans; Los Angeles Metropolitan Transit Authority (MTA); Orange County Transportation Authority (OCTA); and the Los Angeles Unified School District; Alhambra School District; Westminster Unified School District, and the Fullerton Unified High School District.

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

AESCO has a strong financial base, and has never experienced any bankruptcy, pending litigation, office closure, nor has any impending merger in the near future. AESCO is able to complete projects within the established schedule and does not add on additional work without prior authorization.

Budget/Schedule Performance

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

SERVICES

Construction Materials Testing and Inspection Services

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

Inspection, Qualification of Welders and Procedures, Welding Inspection, and Rebar Inspection. AESCO provides full grading inspection services during construction.

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

Mobile Laboratory
To expedite site grading, AESCO can set up a portable laboratory on site, capable of performing most of the essential tests that may be required. AESCO operates a fully functioning, self-sufficient mobile laboratory which can provide immediate and reliable test results for any project.

Environmental Engineering
AESCO can provide a full range of Environmental Engineering services that are vertically integrated to deliver a complete "turnkey" package including: Phase I-Initial Environmental Site Assessment (ESA), the Phase II-Investigation, Phase III-Remediation and Mitigation Design, and Final Close Out Report. In addition, AESCO provides a range of Regulatory Compliance services. AESCO also provides regulatory compliance and guidance associated with UST programs, potable water systems and methane and soil-vapor monitoring. The potential liabilities associated with the presence of hazardous substances on a property can be substantially greater than the value of the property itself. Environmental laws and court decisions have increased the risk of liability for lenders as well as for buyers, sellers and operators of property. AESCO assists clients in making critical, timely and economically sound decisions on property management and ownership transfers. Our Environmental Site Assessment (ESA) services are offered in phases to provide maximum benefits in the most cost effective manner.

Approach and Methodology
AESCO's commitment to quality assurance extends to field and laboratory staff that is certified in various technical disciplines by multiple agencies such as City of Los Angeles, Caltrans, ACI, NICET, and ICC. Field technicians and inspectors provide detailed documentation of construction operations and specification compliance. AESCO's accredited materials testing laboratory and collection of resourceful field equipment enable our professionals to efficiently determine precise methods for qualifying construction materials.

PROJECT UNDERSTANDING

The project consists of providing on-call materials testing services which may include, but are not limited to the following: construction inspection, geotechnical boring and analysis, material analysis, concrete (coring, compressive strength, slump, and air entrainment)

compliance testing, asphalt (coring, moisture and density), aggregate, (borings, soil classification, gradation), asbestos (inspecting, sampling and testing), acceptance sampling, specialty testing, masonry (strength testing, pre-cast, pre-stressed inspection), deputy inspection services, materials testing that meets the stringent testing standards set forth in AASHTO, ASTM and CALTRANS.

Work Plan for Testing and Inspection

AESCO's commitment to quality assurance extends to field and laboratory staff that is certified in various technical disciplines by multiple agencies such as DSA, Caltrans, ACI, NICET, and ICC.

- Prior to the start of any project AESCO will meet with the City to review staffing and project needs and project specifications and construction plans. AESCO will obtain from the City all necessary information prior to the start of work such as, documents and plans. AESCO will research existing plans and records.
- Prior to the performance of an inspection or test, AESCO's dispatcher creates a task number and then dispatches the appropriate inspector. AESCO utilizes unique task numbers for each inspection and test service provided. AESCO digitally controls all assigned tasks to our inspectors and each unit of service is closely watched by our project manager. AESCO does not exceed the assigned budget for its services prior to authorization by the City.
- The inspector (or inspectors) then arrives at the site to perform the required testing and inspection.
- All breaks and laboratory testing is scheduled through our electronic dispatch system where notification is atomically issued to the laboratory manager to perform specific tests, such as; breaks of concrete cylinders at a schedule of 7-day, 14-day and 28-day breaks; beam breaks; masonry block breaks; prism breaks; etc.
- Daily field reports are created digitally and emailed within 24 hours of completion of the test or inspection and shall bear the appropriate engineering stamp if applicable.
- Meet with City staff during progress of project for appropriate guidance and coordination.
- Any test or inspection deficiencies, such as; failing compaction, concrete not reaching the required strength, concrete with high slump, cleanness of rebar, cleanness of footings, etc., will be discussed immediately with the City and recommendations/mitigation will be presented for correction. Additional sampling and testing may be conducted to establish the extent of non-compliance. After corrective action has been taken, additional observations, sampling and/or testing are performed to verify that the defective work has been corrected. Our professionals will provide practical solutions to critical issues encountered in the field, considering both cost and technical implications.
- AESCO provides a 24-hour live answering service and one of our Project Engineers is always available to answer any technical or scheduling issues.
- A final certification report of all inspection services performed for specific projects will be completed within one week following completion of construction.
- All laboratory reports and inspection reports are supervised, reviewed and signed by a California Licensed Professional Engineer.

- To expedite site grading and materials testing, AESCO can set up a portable laboratory on site, capable of performing most of the essential tests that may be required by the City.

Work Plan for Geotechnical Engineering

Prior to performing any soil borings AESCO will coordinate with Underground Service Alert to identify existing underground utilities. Any necessary permits will be obtained prior to drilling. All soil borings will be placed within the footprint of the proposed structure(s). The boring locations will be based on site accessibility and the location of underground utilities. The upper five feet of the soil will be excavated by hand auger to prevent damage to undetected underground utilities. The borings will be logged and representative soil samples will be obtained at selected depths and at changes of soil stratum. Borings will backfilled immediately upon completion of drilling and the ground surface will be patched to match the existing.

Laboratory testing will be performed on representative soil samples to evaluate their engineering properties. Laboratory testing may include volatile organic compounds, moisture content, density, expansion index, direct shear, corrosivity, percent passing the #200 sieve, etc. Laboratory test results will be included on the boring logs and within the geotechnical report.

Seismicity screening will be conducted and will include a review of available seismic hazard maps and technical publications. The following potential seismic and geologic hazards will be reviewed: liquefaction, seismic ground shaking, lateral spreading, differential settlement, fault rupture, and slope stability.

Our geotechnical engineering analysis will be based on the results of our investigation. We will provide signed and sealed copies of a written report after completion of the site investigation that includes the following: a brief description of the proposed project; a site location map showing boring locations; a description of the field investigation and laboratory testing; the laboratory test results and boring logs; soil classification, potential seismic hazards, including seismic evaluation, UBC Seismic Zone Coefficients, soil profile, ground shaking and liquefaction potential; geotechnical feasibility evaluation; preliminary foundation design, including recommended foundation type, bearing capacity, settlement, groundwater, earthwork recommendations, and other parameters for design including percolation testing when needed.

Quality Assurance Program

AESCO maintains a Quality Assurance Program (QAP) which has been authorized by Caltrans as part of our Caltrans laboratory certification process. A copy of our Caltrans laboratory certificate is attached in the Appendix.

Approach and Methodology

AESCO's commitment to quality assurance extends to field and laboratory staff that is certified in various technical disciplines by multiple agencies such as City of Los Angeles, Caltrans, ACI, NICET, and ICC. Field technicians and inspectors provide detailed

documentation of construction operations and specification compliance. AESCO's accredited materials testing laboratory and collection of resourceful field equipment enable our professionals to efficiently determine precise methods for qualifying construction materials.

AESCO's engineers will review the plans and specifications of the assigned project. AESCO will work with the agency to set up a project specific work plan and task orders prior to starting of the work. AESCO will make sure that all intended tasks are covered by AESCO's personnel.

Innovative and Flexible Approaches

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

- An example of our approach is the emergency response AESCO provided to the City of Huntington Beach when a large sinkhole developed in the middle of one of the major thoroughfares; Warner Avenue. AESCO personnel were on-site around the clock to assist in the repair and to devise a dewatering system to be used during construction. AESCO's geotechnical engineers provided on the spot engineering recommendations and mitigations to expedite the repair. AESCO implemented and supervised a grout injection system to save the in-place utilities, existing structures, and the roadway. The project was completed approximately 20 percent earlier than was anticipated.
- AESCO also provided emergency response to the Alhambra Unified School District when an excavation flooded at night due to broken water line at Garfield Elementary School. AESCO's Geotechnical Engineer was on-site at 7:00 A.M. on a Saturday to assist the District in mitigation of the problem and to stabilize the subgrade.
- AESCO also responded to a slope failure along Highway 330 near Lake Arrowhead. AESCO worked double shifts and weekends performing the geotechnical investigations and recommendations for the contractor to repair the road in a timely manner.

Section B
EXAMPLE PROJECTS

Relevant Project Examples

AESCO has provided materials testing and inspection services for a wide variety of projects. A partial listing of AESCO's recent, relevant projects includes:

Werle Building Tenant Improvements-City of West Hollywood

AESCO performed construction materials testing and inspection for the tenant improvements at the Werle Building located on Robertson Boulevard for the City of West Hollywood. The Werle Building, a historic building located on the northeast corner of Robertson Boulevard and El Tovar Place, is a 7,533-square-foot two-story office building built in 1940 in the Streamline Moderne style. Testing and inspections were performed for the renovations in accordance with the project plans and specifications. Modifications to the Werle Building included bring the structure up to code in accordance with the Americans with Disabilities Act (ADA) accessibility, elevator modernization, and the creation of a meeting space on the building's second floor. Testing of the concrete compressive strength was performed with a Schmidt Hammer on the stairs and the bottom slab as the concrete had been placed without an inspector present. Testing and inspections were performed for rebar, soils, concrete, epoxy hold-downs, post-installed anchor testing and welding, and waterproofing. The condition of the lath for the stucco was also inspected. Concrete mix designs were reviewed. Completed 2016. Reference: City of West Hollywood, Ms. Helen Collins, Senior Administrative Analyst, (323) 848-6895. Approximate Project Cost: $3.5M.

Police Station Emergency Generator Pads – City of Costa Mesa

AESCO performed materials testing and inspection during the installation of emergency generators at the police station located at 99 Fair Drive, Costa Mesa. The testing and inspection services included a review of the concrete mix designs, base compaction testing and inspection, foundation inspection, and inspection and testing of concrete and grout. Completed 2018. Reference: City of Costa Mesa, Mr. Tom Coughran, Project Manager, (714) 272-5263. Estimated Project Cost: $170,000.

Residential Street Repair-Phase 15-City of Santa Ana, Department of Public Works

AESCO performed construction materials testing and inspection for the rehabilitation of the residential streets in the vicinity of McArthur and Ramona. Testing and inspections included compaction testing of subgrade and base, maximum density-optimum moisture, sieve

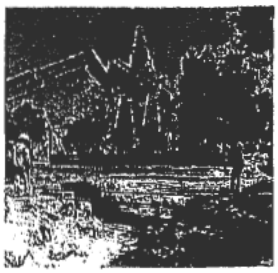
analysis and specific gravity tests were conducted on base, crushed miscellaneous base with cement, pulverized base, and subgrade materials. Completed 2015. Reference: City of Santa Ana, Mr. Orlando Garcia, Construction Inspector, (714) 647-5049. Estimated Cost of All Street Repair Projects 2015-2016 $100M.

Fire Station Emergency Generator Pads – City of Costa Mesa
AESCO performed materials testing and inspection during the installation of emergency generators at the fire station located at 2310 Placentia Avenue, Costa Mesa. The testing and inspection services included a review of the concrete mix designs, concrete and grout testing and inspection. Completed 2018. Reference: City of Costa Mesa, Ms. Naz Mokarram, Engineer, (714) 754-5357. Estimated Cost of Entire Project $100M.
Estimate $173,000.

West Hollywood Automated Garage Repair-City of West Hollywood

AESCO performed construction materials testing and inspection for repair of the Bumper Wall for a 5-story parking structure for the City of West Hollywood. The testing and inspections were performed for concrete and rebar during repair of the wall. Completed 2017. Reference: City of West Hollywood, Ms. Helen Collins, Senior Administrative Analyst, (323) 848-6895. Approximate Project Cost: $10M.

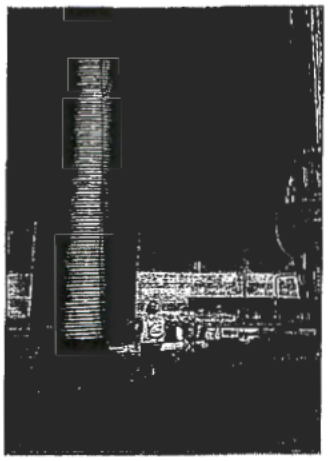
Tewinkle Park – City of Costa Mesa



AESCO performed materials testing and inspection during the installation of a pedestrian bridge at Tewinkle Park in the City of Costa Mesa. The services included the testing and inspection of rebar, reinforced concrete and compaction of the CMB at the four bridge abutments. Laboratory testing was also performed. Completed 2018. Reference: City of Costa Mesa, Ms. Naz Mokarram, Engineer, (714) 754-5357. Estimated Cost of Entire Project $250,000.

Hugo Reid Neighborhood Safe Routes to School Improvement-City of Arcadia
This project consisted of the re-configuration of several intersections within the City of Arcadia. The intersections were: Golden West Avenue and Hugo Reid Drive, Hugo Reid Drive and Corto Road, Hugo Reid Drive and Altura Road, and Sunset Boulevard between Balboa Drive and Portola Drive. AESCO provided on-call inspection and testing services onsite during construction. AESCO's scope of services included performing materials testing and inspection in accordance with the City of Arcadia's QAP, Plans, and Special Provisions. AESCO's services consisted of inspection and testing of subgrade compaction and the concrete placed for CMU wall footing, driveway, sidewalk and curb and gutter. Final Quality Control Logs for the soil compaction and concrete compressive strength testing were also provided. Completed 2016. Reference: City of Arcadia, Mr. Tim Kelleher, Assistant Engineer, (626) 574-5479. Approximate Project Cost: $647,000.

Auto Center Drive/BNSF Railroad Grade Separation-City of Corona

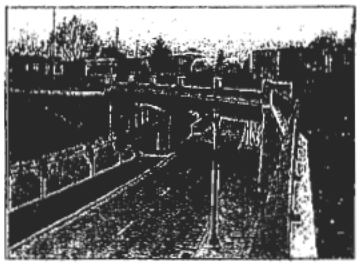


AESCO performed the geotechnical and materials testing and inspections for the Auto Center Drive grade separation project in Corona. The project consists of constructing a four-lane bridge overcrossing at Auto Center Drive/BNSF railroad tracks. Construction requires a bypass roadway, other roadway improvements, retaining walls, utilities and CIDH piling foundations. AESCO performed the QA/QC inspection and materials testing for material ID and qualification, earthwork for utilities, roadway and retaining walls, concrete and steel construction for bridge and retaining wall structures, welding for utilities and bridge construction, retaining wall foundations, CIDH piles for bridge construction including gamma gamma logging and cross-hole sonic logging, and reinforcing steel and couplers. AESCO provided cost effective mitigations for CIDH anomalies which allowed the project to be completed on schedule. Completed 2015. Reference: City of Corona, Ms. Linda Bazmi, Senior Engineer, (951) 739-4960. Approximate Project Cost: $39M.

Pico-Lowell Residential Street Repair-City of Santa Ana, Department of Public Works

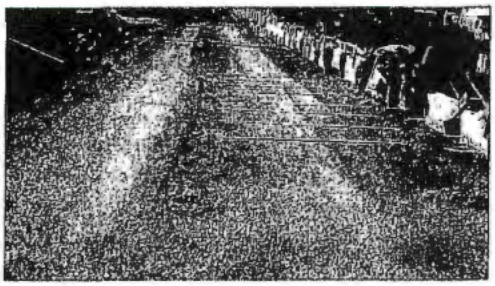
AESCO performed construction materials testing and inspection for the rehabilitation of the residential streets in the Pico-Lowell area. Testing and inspections included compaction testing of subgrade and base, maximum density-optimum moisture, sieve analysis and specific gravity tests were conducted on base, crushed miscellaneous base with cement, pulverized base, and subgrade materials. Completed 2015. Reference: City of Santa Ana, Mr. Orlando Garcia, Construction Inspector, (714) 647-5049. Estimated Cost of All Street Repair Projects 2015-2016 $100M.

State College Boulevard Grade Separation, Fullerton-City of Fullerton



The City of Fullerton project consists of replacement of the at-grade railroad crossing by construction an underpass for State College Boulevard beneath the existing BNSF railroad. Construction consists of a temporary railroad shoo-fly, a railroad bridge, retaining walls, a pump station, pavement and utilities reconstruction. AESCO has performed QA inspection and testing for earthwork, foundation installation, concrete, reinforcing steel and pavement reconstruction. The City of Fullerton and the Orange County Transportation Authority (OCTA) are constructing a vehicle undercrossing at the intersection of State College Boulevard and the Burlington Northern Santa Fe Railway. The roadway will be lowered between Santa Fe Avenue to the north to approximately 500 feet south of Valencia Drive to the south. When completed, the project will move cars safely and smoothly under the railroad tracks, enhancing safety and boosting mobility. Completed 2015. Reference: Hill International for OCTA, Mr. Mark Verrengia, Senior Project Manager, (949) 231-0347. Approximate Project Cost: $92M.

First Street Bridge Replacement-City of Santa Ana



AESCO performed construction materials testing and inspections during the replacement of the First Street Bridge over the Santa Ana River. The new bridge is 6 lanes, which is expanded from the original 4 lanes and has sidewalks in both directions. The project also altered the roadway approaches to meet the current grade and alignment. Testing and inspections were conducted on piles, welding, structural steel, precast concrete, concrete, asphalt, soil, mix designs, etc. Completed 2013. Reference: City of Santa Ana, Mr. Tyrone Chesanek, P.E., Senior Civil Engineer, (714) 647-5045. Approximate Project Cost: $7.8M.

Repavement of Civic Center Drive-City of Santa Ana

AESCO performed construction materials testing and inspection for the new asphalt placement on Civic Center Drive between Main Street and Spurgeon Street. AESCO performed construction materials testing and inspection of the asphalt including evaluation of the asphalt aggregate to ensure it was within the project specifications and performed asphalt batch plant inspections. Completed 2015. Reference: City of Santa Ana, Mr. Geraldo Lechuga, Construction Inspector, City of Santa Ana, (714) 552-5336. Estimated Cost of All Street Repair Projects 2015-2016 $100M.

Sewerline Replacement-City of Villa Park

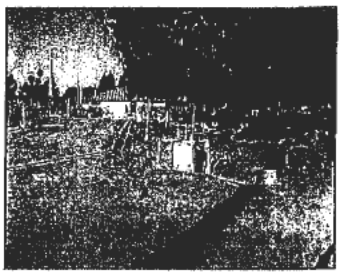
AESCO performed a geotechnical investigation for a sewer line replacement project to determine the existing soil conditions located along three sewer alignments. The sewer replacement consisted of one 8-inch diameter line for a distance of approximately 1200 linear feet. Subsurface conditions were determined and recommendations were provided for excavation and shoring for the installation of the new lines. Completed 2014. Reference: City of Villa Park, Mr. Akram Hindiyeh, P.E., City Engineer, (949) 547-0816. Project Cost: Not Available.

Main Street, Talbert Street and Heil Street Pavement Rehabilitation-City of Huntington Beach

AESCO performed the construction materials testing and inspections for rehabilitation of the, pavement on Main Street (between Garfield Avenue and Delaware Street), Talbert Avenue (between Gothard Street and Newland Street) and Heil Avenue (between Edwards Street and Goldenwest Street), including reconstruction of curb and gutters, sidewalks and retaining wall improvements and asphalt paving removal and replacement. Testing and inspections included excavation bottoms, placement of all structural fill, concrete, rebar, crushed miscellaneous base, asphalt paving including base and surface layers. Completed 2016. Reference: City of Huntington Beach, Mr. John Griffin, Public Works Contract

Administrator, (714) 375-5011. Approximate Project Cost: $2.4M.

El Salvador Park Improvements-City of Santa Ana, Department of Public Works



AESCO performed construction materials testing and inspection for the improvements at El Salvador Park which included a new CMU wall and storage shed. Testing and inspection included reinforcing steel, footings, concrete, masonry, and steel reinforcement. Completed 2015. Reference: Mr. Terry Daughtery, Construction Inspector, City of Santa Ana, (714) 615-0891. Estimated Cost of Project $754,000.

Bristol Street Slope Stabilization Project – John Wayne Airport, City of Santa Ana

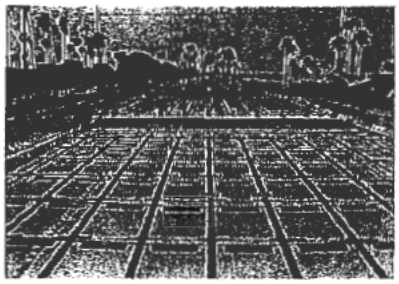
AESCO performed materials testing and inspection during construction of upper and lower Mechanically Stabilized Earth (MSE) Retaining Walls and associated drainage facilities and appurtenances along the north side of North Bristol Street and at the south end of the John Wayne Airport. AESCO performed the following testing and inspection services: preparation of the Construction Quality Control Plan; the concrete mix design review; the concrete batch plant inspection; the grading and earthwork inspection and testing; the laboratory testing of retaining wall backfill borrow for acceptance; the reinforcing steel inspection; foundation inspection; concrete structure inspection and testing; and the masonry inspection and testing. Inspection of the geosynthetic fabric was also performed. Completion Date: 2014. Reference: Mr. Steve Chaky, Project Manager, John Wayne Airport, (949) 252-5275. Estimated Cost: $1M.

Sewer Siphon Investigation and Remediation-City of Huntington Beach, Department of Public Works

AESCO performed a geotechnical investigation to evaluate the soil and groundwater conditions and to look for possible voids around and beneath an existing City of Huntington Beach siphon which was located at a depth of about 20 feet below grade beneath an existing 96-inch diameter Orange County Sanitation District (OCSD) sewer line. The dual 6-inch sewer siphons encased in concrete under the 96-inch OCSD trunk sewer was leaking at the joints and gravel was identified inside the siphon. Recommendations were also provided for design and construction of a replacement siphon. The native soils at the siphon consisted of layers of soft sandy silt and sandy clay containing voids in the upper 20 feet, indicating significant impact from the leak. AESCO devised a sand-cement compaction grouting program to inject grout under pressure to densify the soils out to a distance of 50 feet from the identified leak location and to a maximum depth of 24 feet below grade. AESCO monitored the grouting program and inspected the installation of the replacement siphon placed by the jack and bore method. Completed 2017. Reference: City of Huntington Beach, Mr. James Wagner, P.E., Project Engineer, (714) 536-5467. Project Cost: Not Available.

Relocation of West Orange County Water Board Feeder No. 2 – Huntington Beach
AESCO worked with GHD and the City of Huntington Beach on the relocation of WOCWB Feeder No. 2, a waterline relocation project in the City of Westminster. This project was performed under the jurisdiction of the City of Huntington Beach. This project involved providing geotechnical recommendations for the jack and bore portion of the 30-inch diameter, mortar lined and coated steel pipe installed within a 42-inch diameter casing, a distance of 2,000 linear feet beneath the 405 Freeway. Recommendations were also provided for the open trench portion of the installation. Shoring, excavation, dewatering methods and general asphalt pavement recommendations were provided. AESCO reviewed the plans and specifications prior to the start of construction. AESCO also provided full time inspection and oversight during the jack-and-bore micro-tunneling operations and construction of the feeder line. Inspections were also performed of the pipe welding and backfilling of the trench excavation. Completed 2018. Reference: City of Huntington Beach, Mr. James Wagner, P.E., Project Engineer, (714) 536-5467. Project Cost: To Be Determined.

Belmont Pool Rebuild-Revitalization - City of Long Beach



AESCO performed a geotechnical and hazardous materials environmental investigation for the new Belmont Pool complex for the City of Long Beach. The project generally consists of constructing an indoor pool which is approximately 85 feet by 190 feet in plan dimension housed inside an approximately 60,000 square foot structure. The structure will include a second-story banquet facility, locker rooms, restrooms, pool storage, offices and a basement level mechanical room. An outdoor pool with a plan dimension of approximately 85 feet by 185 feet will be located just east of the structure. There will also be a restaurant near the southwest side of the structure. Two small pools will also be constructed; a teaching pool just south of the indoor pool and an outdoor recreation pool just south of the outdoor pool. The geotechnical investigation was partially conducted prior to demolition of the existing historic structure where the 1968 Olympics were held. Soil samples were collected and tested for hydrocarbon, heavy metals, volatile organics, and BTEX. Water samples were collected and tested for the presence of petroleum hydrocarbons and motor oil. A methane gas study was also performed. Geotechnical recommendations were provided for prestressed concrete piles and drilled pier foundations. Recommendations for shallow foundations were also provided. Recommendations were also provided for a basement structure including shoring and excavation. Completed 2015. Reference: Harvey, Ellis, Deveraux (for the City of Long Beach), Mr. Brent Miller, A.I.A., Principal and Studio Leader, (213) 542-4500. Approximate Project Cost: $104M.

Brookhurst Bridge Renovation Project, City of Huntington Beach
AESCO provided the services of a Certified Asbestos Consultant to conduct an asbestos inspection and a California Department of Public Health Certified Lead Professional to conduct a lead-based paint inspection of the Brookhurst Street Bridge located on Brookhurst Street (North of Pacific Coast Highway), Huntington Beach. The project generally consisted of removal and replacement of the concrete barriers and asphalt concrete overlay and

removal and replacement of unsound and dilapidated concrete on underneath the bridge on the bents and columns. The inspection was conducted as a precursor to the upcoming renovation activities. Materials suspected of containing asbestos were sampled and analyzed for the presence of asbestos. Paints and coatings were analyzed for the presence of lead. Completed 2018. Reference: City of Huntington Beach, Mr. Jonathan Claudio, Senior Civil Engineer, (714) 374-5380. Estimated Project Cost: $9,500.

Lenain Water Treatment Plant Modifications-City of Anaheim

AESCO performed the geotechnical engineering for the various improvements to upgrade the existing water treatment facility for GHD for the City of Anaheim. As part of the upgrade, it is proposed to construct a new chemical feed system structure, install a new 36-inch diameter pipeline between the Reservoir and the Parkview Pump Station and widen the delivery truck road. Various new retaining walls will also be constructed. Several borings were performed as well as potholing to locate utilities throughout the site. AESCO had to perform extensive slope stability analyses and retaining wall design to determine the optimal design for widening of the roadway. AESCO met several times with the City of Anaheim at the site to determine the boring locations. Completion On-Going. Reference:GHD (for the City of Anaheim), Mr. Jamal Awad, Principal Manager, (949) 294-9912. Estimated Project Cost: $14M.

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

AESCO performed a geotechnical and environmental Phase II investigation for a new lift station facility. The project consisted of the replacement of the existing Lift Stations B and C and the Sunset Beach Sanitary Lift Station with a new Lift Station C. The submersible lift station incorporated a 14 foot by 26 foot by 22-foot deep wet well. The bottom of the well foundation was approximately 26 to 27 feet below existing grade. The new lift station also included an 8-foot deep valve vault which was 15 feet by 10 feet in plan dimension, a 60 kW outdoor generator, and electrical panels. A limited Phase I environmental investigation was conducted at the site prior to performing the borings to identify the locations of possible contamination. Groundwater monitoring wells were installed and environmental testing was conducted on the groundwater and soil. Pump tests were also performed. Permits were obtained from the County of Orange prior to installation of the monitoring wells. Liquefaction analysis was performed. Recommendations were provided for shoring during construction, dewatering, sewer line installation using trenching methods, bedding materials, mat foundation including bearing pressures, lateral earth pressures, and wall backfill. AESCO performed the testing and inspection during construction of the lift station and the associating piping, trench shoring, backfill, welding, concrete, rebar, and pipe encasement. The sewer installation was installed over a distance of 1 mile. Completed 2014. Reference: City of Huntington Beach, Mr. Joe Dale, Public Works Contracts Manager, (714) 536-5431. Estimated Project Cost: $11M.

Section C
FEE PROPOSAL/HOURLY RATES
(submitted separately)

APPENDIX A
Personnel

AESCO'S Team

AESCO's team includes four registered engineers and an unlimited number of inspectors as we are a member of the Local Union 12. **All materials testing and inspections and observation services will be provided under the technical direction of a full-time registered professional engineer with a minimum of thirty-five years' experience in geotechnical engineering and construction materials testing and deputy inspection.** Resumes are provided in the Appendix.

A brief overview of key personnel is presented below.

PERSONNEL SUMMARY

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

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

Name	Years of Experience	Education/Credentials
		Value, Moisture Content using Microwave, Asphalt Content of Bituminous Mixes, Ignition Method NICET Level II for: Asphalt, Concrete, Soil Radiation Safety and Use of Nuclear Gage
Charles Chapin Senior Inspector	40	Construction Boot Camp California Work Zone Inspection Field Office Procedures Lead Hazard Awareness Concrete Paving Inspection Hot Mix Asphalt Master Inspector Sampling Techniques Structure Construction Inspection Landscape Inspection SWPP and Water Pollution Control Programs Advances Construction Site Best Management Practices (BMPS) Field Applications Water Pollution Administration Inspection and Maintenance of Construction Sites Management of Construction Site Dewatering Operations Water Quality Sampling and Analysis on Construction Sites Traffic Control Management
Christopher J. Sobek Inspector	17	Coastline Community College, Orange Coast College, Orange County Inspection Certificate: Building Inspection, Concrete/Masonry Blueprint Reading, Wood/Steel Framing, Fire & Life Safety, Welding Technology, Electrical, Plumbing, Coastline Community College, Orange Coast College, Orange County ICBO/ICC-Reinforced Concrete, Prestress Concrete, Structural Steel/Welding, Structural Mas, Fireproofing, Building Inspection and Plumbing ACI Laboratory Testing-Grade I and Grade II, Transportation Radiation Safety and Use of Nuclear Gage Competent Person Training Post-Tensioning Institute in Unbonded Tendons Asphalt Institute in Mix Design Technology DSA Class I OSHPD Class A AWS-CWI NICET Level II Highway Construction Materials 30-hour Hazardous Waste

Statement of Qualifications for
On-Call Materials Testing
City of Costa Mesa
AESCO Proposal No. P5845

Engineering Manager and Senior Project Manager
Adam Chamaa, P.E., G.E.

Geotechnical Engineer
Russell Scharlin, P.E., G.E.

Project Manager
Debra Perez

Senior Engineer
Dave Ryan, P.E.

Environmental Engineer
Amer Hazboon, P.E.

Project Coordinator and Health and Safety Officer
Kay Alabed

Soil and Materials Laboratory Manager
Tariq Abdullah

Materials Testing and Inspection

Omar Chamaa
Giovanni Mikhail
Charles Chapin
Duane Wentworth
Christopher Sobek

APPENDIX B
Resumes

Adam Chamaa

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

Registered civil and geotechnical engineer with over 25 years of experience as geotechnical engineer and quality control/quality assurance (QC/QA) manager. Responsible for QC/QA engineering for new construction, foundations, sewer installations, roadway surfaces during and after installation, design of de-watering systems, pump stations, and assessment of soil-related environmental contamination. Provided geotechnical design recommendations for new construction for municipal, governmental and commercial projects throughout California.

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

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

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

Specific Project Experience

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

Perris Valley Line Commuter Rail Extension Project- Riverside County, CA
Engineering Manager: Mr. Chamaa was the Engineering Manager for quality control inspection and materials testing and geotechnical engineering services for the Riverside County Transportation Commission. The project involves a 24-mile extension of the existing 512-mile Metrolink commuter rail system from Riverside to Perris.

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

Alameda Corridor, Temple Avenue 4th Track Improvements-Pomona, CA
Engineering Manager: Mr. Chamaa was the Engineering Manager for the preparation of the QC/QA manual and supervised materials testing and inspection during construction of a new railroad grade separation. The project included railroad bridges, retaining walls, depressed roadways, utility relocations, roadway bridges, channel walls and drainage ditches.

Design/Build SR-22 Freeway Widening-Garden Grove, CA.
Engineering Manager: Mr. Chamaa was the Engineering Manager for the inspection and mix design alternatives and recommendations for the Portland Cement Concrete (PCC) and Lean Concrete Base for the widening and overall improvement for Orange County Transit Authority (OCTA) and Caltrans. Mr. Chamaa worked with the design team and the contractor to qualify aggregate testing and evaluation of the concrete and performed on-site mix design trials. Recommended the most appropriate mix design and additives based on California Test methods. Supervised the testing of concrete products during placement which included aggregate testing, concrete cylinders, LCB samples and flexural strength beam tests. Supervised the flexural strength of the concrete during the pavement construction.

Calico Solar Plant Access Bridge-San Bernardino County, CA
Engineering Manager: Mr. Chamaa supervised and reviewed the geotechnical recommendations for foundation design for the proposed bridge structure and retaining walls for the BNSF railroad. Preliminary geotechnical recommendations including pile load design data for caissons, driven piles, tip-bearing piles, and friction piles, as well as lateral loads were provided. A review of existing geotechnical and seismic data was conducted for projects in the vicinity.

Plant No. 1 Sludge Dewatering Project, Fountain Valley, CA
Engineering Manager: Mr. Chamaa was the Engineering Manager for the construction materials testing and inspections for the sludge dewatering project at Plant 1 for Orange County Sanitation District. This project was to enhance the use of existing digesters, and replace the existing sludge handling facility. The new dewatering equipment will remove more water from the biosolids than existing facilities, which in turn will reduce the hauling cost to remote sites.

First Street Bridge Replacement-Santa Ana, CA
Engineering Manager: Mr. Chamaa supervised the construction materials testing and inspections during the bridge replacement. Testing and inspections were conducted on piles, welding, structural steel, precast concrete, concrete, asphalt, mix designs, etc.

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

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

Russell Scharlin

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

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

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

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

40-hour Health and Safety Training

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

Specific Project Experience

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

Perris Valley Line Commuter Rail Extension Project-Riverside County, CA
Quality Control Manager: Mr. Scharlin was the Quality Control Manager for quality control inspection and materials testing and geotechnical engineering services for the Riverside County Transportation Commission. The project involves a 24-mile extension of the existing 512-mile Metrolink commuter rail system from Riverside to Perris.

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

Puente Hills Intermodal Facility and Railroad Improvements-Industry, CA
Quality Control Manager: Mr. Scharlin was the Quality Control Manager for construction of the Intermodal Facility where waste will change from transportation by trucks to trains to the Mesquite Landfill in Brawley, California. The project included the construction of a new roadway corridor constructed in a trench, a new pump station placed 40 feet below finished grade, a new administration building, a new maintenance building with a below grade basement, and a 144 foot long storm drain.

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

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

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

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

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

Amer Hazboon

Senior Engineer, P.E.

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

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

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

40-hour Health and Safety Training

Registrations:
Civil Engineer, State of California

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

Specific Project Experience

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

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

Belmont Pool Rebuild-Revitalization-City of Long Beach

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

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

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

Goodyear Tire Facility-Goodyear Tires

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for a Phase II environmental

investigation at a closed Goodyear tire facility in the City of Anaheim. Soil samples were collected and tested after the removal of eight existing hydraulic lifts. Confirmation sampling and testing was performed to identify if any total petroleum hydrocarbons concentrations exceeded action levels set by the Anaheim Fire Department, Hazardous Materials Section.

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

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

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

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

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

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

Debra Perez

Project Manager

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

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

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

Specific Project Experience

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

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

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

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

Soundwalls for the 210 Freeway, Los Angeles County, CA

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

Highway 330 Emergency Repair, Big Bear, CA
Project Manager: Ms. Perez was the Project Manager responsible for providing geotechnical engineering services for the road failure due to culvert collapse for the Highway 330 emergency repair in Big Bear for Caltrans. Recommendations for grout injection, open excavation construction, shoring requirements, fill backfill were provided.

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

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

Storm Drain Replacement on the SR-21, Murrieta, CA
Project Manager: Ms. Perez was the Project Manager for a geotechnical investigation for the storm drain emergency replacement on the SR-215 for Caltrans District 8. Supervised the laboratory testing and provided the required geotechnical recommendations for the shoring design of the construction excavation, provided construction procedures for the storm drain replacement.

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

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

Generator Building, VA Hospital, Long Beach, CA
Project Manager: Ms. Perez was the Project Manager for a geotechnical investigation for a new single-story generator structure. Logging and sampling of several borings, laboratory testing, and a seismic and geologic review were performed. Recommendations were provided for shallow foundations.

David J. Ryan

Senior Engineer, P.E.

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

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

Registrations: California No. C49661 (Civil)

Specific Project Experience

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

Senior Engineer: Mr. Ryan was the Senior Engineer for a 1500 foot extension of a water main on Eastbound Beach Boulevard between South Warner Avenue and Robidoux Drive and West Beach Boulevard to East Beach Boulevard at Holt in the Caltrans right-of-way. The entire project was constructed at night to accommodate traffic on Beach Boulevard. The testing and inspections included the placement of all structural fill and backfill, concrete testing and inspection, subgrade and aggregate base placement and compaction, asphalt paving construction (base and surface layers), rubber asphaltic concrete, slurry backfill, and inspection of three kinds of pipe-pvc, ductile iron, concrete mortar steel lined pipe, and pvc water lines, valves, fittings and the existing lines connections. Mr. Ryan attended the preconstruction meeting, worked closely with AESCO and the City's engineers to provide approval of material submittals, response to RFI's, assisted in the resolution of construction matters, change orders, maintained the daily diary and the QA/QC logs. Mr. Ryan also coordinated street closure and traffic control to verify that it was in accordance with Caltrans requirements, encroachment permits, noise control, vibration monitoring, and SWPP. Dave reviewed daily work tasks with the Contractor and verified that work was proceeding in accordance with plans and specifications, alerted contractor to project requirements, verified depth of asphalt and aggregate base and measured that the roadway met the required depth of asphalt and aggregate base nightly. Also verified the trench backfill, pipe bedding and rolling and compaction of the asphaltic concrete. Tracked construction schedule and quantities of materials. Reviewed contractor payment schedule. Worked closely with the City of Huntington Beach Senior Construction Project Manager.

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

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

Gerald Desmond Bridge Replacement, Port of Long Beach, CA

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

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

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

Baldwin Park Pumping Plant – Olsson Construction for Covina Irrigating Company
Senior Engineer: Mr. Ryan was the Senior Engineer for the site preparation report for remedial grading of the existing Covina Irrigation Company Baldwin Park Pumping Plant in Baldwin Park, CA. The existing plant is being upgraded, requiring removal of existing fill containing miscellaneous debris found to a depth of 6 feet below grade. At the locations of the proposed structures, AESCO monitored the removal of the existing fill and replacement with compacted imported select fill.

Various School Improvement Projects-Los Angeles Unified School District
Senior Engineer: Mr. Ryan was the Senior Engineer for the construction materials testing for the improvements at various grade school, middle school and high school campuses throughout the LAUSD. Mr. Ryan performed rebar inspection, foundation inspection, compaction testing and inspections, concrete testing and inspection, etc.

Los Angeles Interoperative Communications System-Los Angeles County
Senior Engineer: Mr. Ryan was the Senior Engineer for numerous sites throughout Los Angeles County for the new emergency communications system. The facilities generally consist of self-supporting towers and equipment support slabs. The towers vary in height up to 180 feet. Materials testing services included inspection and testing of concrete, foundations and cast-in-place drilled holes (caisson).

Omar Chamaa

Inspector and Field Engineer, E.I.T.

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

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

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

Specific Project Experience

Sand Canyon Grade Separation, Irvine, CA

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

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

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

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

Inspector: Mr. Chamaa was the Inspector for the Quality Control and inspection during the widening of the 91 Freeway through Orange and Riverside Counties for Caltrans. The widening project includes the construction of new lanes on the east and westbound sides, new retaining walls, bridges, etc. The Quality Control included a review of the concrete mix designs, concrete testing and inspection, concrete batch plant inspection, pile inspection and logging, rebar inspection, aggregate testing, subgrade testing and inspection, base material evaluation and testing, compaction testing and inspection, and asphaltic concrete testing.

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

Strom Drain Replacement, SR 215, Murrieta, CA
Field Engineer: Mr. Chamaa was the Field Engineer for a geotechnical investigation and Quality Control monitoring for the storm drain replacement for the State Route 215 Freeway emergency storm drain repair. Inspected shoring and performed testing and inspections on excavations and recompaction.

Olinda Landfill-Gas to Energy Facilities, Yorba Linda, CA
Field Engineer and Inspector: Mr. Chamaa was the Field Engineer and Inspector for construction materials testing and inspection services during construction of the gas to energy facilities at the Brea-Olinda landfill. The facilities included the installation of gas turbines mounted on concrete slabs, a combustion turbine generator, chilled water systems, polishing systems, compressed air systems, a step-up transformer, switch gears, auxillary transformers, a main building and control room, trenching and piping, and miscellaneous structures. New access roads were also constructed.

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

Sewer Lift Station Replacement Project, Algonquin Lift Station No. 10, Huntington Beach, CA
Inspector: Mr. Chamaa was the Inspector for the geotechnical investigation and construction materials testing and inspections for the demolition and replacement of an existing lift station and some of the associated piping with a new lift station located approximately 50 feet south of the existing station. The new lift station consisted of a concrete vault with a footprint area of approximately 10 feet by 10 feet and about 30 feet to 35 feet in depth.

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

Charles Chapin

Senior Inspector

Mr. Charles Chapin has over 40 years of experience in Public Works Construction and has performed inspection and construction management for a variety of projects for Caltrans where he used his administrative skills as well as professional and/or technical quality control knowledge. Mr. Chapin has managed capital outlay, operations maintenance, surveying, State Highway Operation and Protection Program (SHOPP), State Transportation Program, and emergency and safety projects. He has also managed traffic control, Storm Water Pollution Prevention plans (SWPP), water pollution control inspection, highway construction inspection, review of shop plans and specifications, change orders, and CPM scheduling.

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

Professional Certifications:
Construction Boot Camp
California Work Zone Inspection
Field Office Procedures
Lead Hazard Awareness
Concrete Paving Inspection
Hot Mix Asphalt Master Inspector
Sampling Techniques
Structure Construction Inspection
Landscape Inspection
SWPP and Water Pollution Control Programs
Advances Construction Site Best Management Practices (BMPS)
Field Applications Water Pollution Administration
Inspection and Maintenance of Construction Sites
Management of Construction Site Dewatering Operations
Water Quality Sampling and Analysis on Construction Sites
Traffic Control Management

Specific Project Experience

405 Widening between Magnolia Street and Beach Boulevard, Huntington Beach, Caltrans

Construction Manager: Mr. Chapin was the Construction Manager for the 405 widening through Huntington Beach. Mr. Chapin performed the construction management for SWPP, concrete, asphalt, landscaping, barrier wall inspection, scheduling, preparation of monthly cost estimates, and labor compliance issues. Managed meetings at the jobsite between Caltrans and the City of Huntington Beach. Ensured that contractor complied with Caltrans special provisions, plans and specifications. Provided RFI clarifications and responses in a timely manner. Resolved disputes between the contractor and the agency.

Widening of Wilmington Off-Ramps at the 405 Freeway, Carson, Caltrans

Construction Manager: Mr. Chapin was the Construction Manager for the widening of Wilmington Avenue at the 405 Freeway in Carson. Mr. Chapin performed construction management for center mediums, curb and gutter, modification of flood channels, sidewalks, driveway modifications, metal

beam guard rail, and asphaltic concrete pavement. Coordinated work with the City of Carson and Southern California Edison. Managed meetings at the jobsite between Caltrans and the City of Carson, SWPP, scheduling, budget, daily logs.

Widening of North and South Interstate 5, San Juan Capistrano, Caltrans
Senior Inspector: Mr. Chapin was the Senior Inspector for the widening of the I-5 Freeway between Camino Capistrano and Camino Estrella in San Juan Capistrano. Mr. Chapin managed meetings in the field to address issues with asphalt and Portland cement concrete including quantities, drainage and water pollution control. Mr. Chapin performed supervision for stormwater disposal, water pollution control, SWPP, asphalt and Portland cement concrete. Responsible for monthly cost estimates, daily traffic control management, compliance with Caltrans special provisions, specifications and approved plans, logged construction deviations and reported to the Authorities. Reviewed and approved as-built plans. Inspected and tested asphalt and concrete placement.

Widening of North 57 Freeway, Placentia, Caltrans
Senior Inspector: Mr. Chapin was the Senior Inspector for the widening of the northbound 57 Freeway in Placentia. Mr. Chapin managed meetings in the field to address issues with asphalt and Portland cement concrete including quantities, SWPP, drainage and water pollution control. Supervised stormwater disposal, water pollution control, asphalt, Portland cement concrete, and rapid set concrete. Responsible for monthly cost estimates and traffic control management, compliance with Caltrans special provisions, specifications and approved plans, logged construction deviations and reported to the Authorities. Reviewed and approved as-built plans. Inspected and tested asphalt and concrete placement.

Overcrossing of 405 Freeway at Redhill Avenue, Irvine and Costa Mesa, Caltrans
Construction Manager: Mr. Chapin was the Construction Manager during the removal, replacement and reconstruction of the existing roadbed structure. The movement of Mechanically Stabilized Earth (MSE) Walls and underlying embankment had triggered progressive pavement cracks on the roadway above causing a horizontal separation between the approach slab and bridge abutment. Mr. Chapin performed inspections and testing for reconstruction of the fill slope which also involved the installation of Soil Nails.

Giovanni Mikhael

Inspector

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

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

Professional Certifications:
County of Los Angeles Certified Deputy Inspector masonry
County of Los Angeles Certified Deputy Inspector concrete
ICC Structural Masonry Certified Inspector
ICC Reinforced Concrete Certified Inspector
ACI Certified, Concrete Field Testing Technician
Certified Radiation Safety and Nuclear Gage Operator
Caltrans Certificate of Proficiency for: Air Content, Freshly Mixed Concrete, Pressure, Density of Fresh Concrete, Flexural Strength of PCC (Fabrication only), Ball Penetration in Fresh Portland Cement Concrete, Sampling Freshly Mixed Concrete, PCC Cylinder Fabrication, Slump of Fresh Portland Cement Concrete, Temperature of Freshly Mixed Portland Cement Concrete
TWIC Card

Specific Project Experience

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

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

Sand Canyon Grade Separation, OCTA/Caltrans, CA

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

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

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

Newport Force Main Rehabilitation, Orange County Sanitation District, CA

Inspector: Mr. Mikhael was the Inspector for the construction materials testing and inspections for the rehabilitation of the Newport Force Main located on West Coast Highway between Dover Drive

to 61st Street in Newport Beach. There are two force mains on both sides of the street. Testing and inspections included compaction and density testing of asphalt and subgrade and concrete testing and inspections. Inspections and testing of compaction and density testing of asphalt pavement, and subgrade and concrete testing and inspections were performed.

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

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

Tariq Abdullah

Laboratory Supervisor

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

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

Professional Certifications:
ACI
Caltrans
NICET

Specific Project Experience

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

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

Widening of Taxiway D, Bob hope Airport, CA

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

Street Rehabilitation, Anaheim, CA

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

Repavement of the 710 Freeway, Los Angeles County, CA

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

I-5 Freeway Widening, Los Angeles County, CA

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

Kay Alabed

Program Manager

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

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

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

Specific Project Experience

Sand Canyon Grade Separation, Irvine, CA

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

Perris Valley Line Commuter Rail Extension Project, Perris, CA

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

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

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

Soundwalls for the 210 Freeway, Los Angeles County, CA

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

Christopher J. Sobek

Inspector

Mr. Christopher J. Sobek has over 17 years of experience in the field performing testing and inspection of construction materials such as concrete, steel, anchors, soils and grading. Mr. Sobek performed construction materials testing and inspections for multiple Caltrans projects which included bridges, roadways, utilities, foundations, pipeline installations, and retaining wall construction.

Specific Project Experience

Gerald Desmond Bridge Replacement, Port of Long Beach, CA

Inspector: Mr. Sobek was the Inspector for the replacement of the bridge. Testing and inspections were performed for concrete, rebar, couplers, asphaltic concrete, welding, soil, compaction, base, foundation, paint and batch plant inspection.

I-605/I1-10 Connector, El Monte, CA

Inspector: Mr. Sobek was the Inspector for flyover connector from southbound I-605 to the eastbound I-10 for Caltrans. The proposed fly-over direct connector (southbound I-605 to eastbound I-10) would replace the existing shared at-grade connector. Testing and inspections were performed for concrete, subgrade compaction, asphalt, rebar, etc.

Alondra Park Pool/Skate Park, Los Angeles County, CA

Inspector: Mr. Sobek was the Inspector for the construction materials testing and inspections for the construction of the Pool and Skate Park at Alondra Park near Lawndale. The new pool is 25 meters by 25 meters in plan dimension and the skate park is 14,000 square feet. Testing and inspections were performed for compaction, concrete, rebar, epoxy, etc.

Sepulveda Pass Widening, Los Angeles, CA

Inspector: Mr. Sobek was the Inspector for the materials testing and inspection for the addition of a 10-mile HOV lane and other improvements including ramps, bridges, and soundwalls on the San Diego Freeway (I-405) and widening lanes from the Santa Monica Freeway (I-10) to the Ventura Freeway (U.S. 101). The widening project included the reconstruction of a 3 bridges, 18 miles of retaining walls and soundwalls, and the realignment of 20 on and off-ramps. Testing and inspection services included lean concrete base (LCB) and jointed plane concrete for rapid set and regular concrete, rebar, compaction, asphalt, epoxy, reinforcing steel, anchor bolts, torque bolts, and shear bolts.

Education:
Coastline Community College, Orange Coast College, Orange County Inspection Certificate: Building Inspection, Concrete/Masonry Blueprint Reading, Wood/Steel Framing, Fire & Life Safety, Welding Technology, Electrical, Plumbing

Professional Certifications:
ICBO/ICC-Reinforced Concrete, Prestress Concrete, Structural Steel/Welding, Structural Mas, Fireproofing, Building Inspection and Plumbing
ACI Laboratory Testing-Grade I and Grade II,
Transportation Radiation Safety and Use of Nuclear Gage
Competent Person Training
Post-Tensioning Institute in Unbonded Tendons
Asphalt Institute in Mix Design Technology
DSA Class I
OSHPD Class A
AWS-CWI
NICET Level II
Highway Construction Materials
30-hour Hazardous Waste

APPENDIX C
LETTERS OF RECOMMENDATION

Orange County
17782 Georgetown Lane
Huntington Beach, California 92647
Tele: (714) 375-3850
Fax: (714) 375-3851

San Bernardino County
14153 Arrow Boulevard
Fontana, California 92335
Tele (909) 234-9200
Fax (909) 234-9201

AESCO COMPANY SURVEY

Client Name: LINDA BAZMI

Company: CITY OF CORONA

Date: 12/15/15

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

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

How can AESCO improve?

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

Orange County
[illegible] Lane
Huntington Beach, California [illegible]
Tele. (714) 375-[illegible]
Fax (714) 375-[illegible]

San Bernardino County
[illegible] Boulevard
[illegible], California 92335
Tele. [illegible]
Fax [illegible]

Client Name: Ted P[illegible]

Company: County of ORANGE

Date: 5/5/16

	Strongly Agree	Somewhat Agree	Undecided	Somewhat Disagree	Strongly Disagree
Does AESCO appear knowledgeable/qualified to perform the testing?	X				
Overall, AESCO handles all complaints in a timely manner.	NO EXPERIENCE				
Would you use AESCO again?	X				
Would you recommend AESCO's services to other companies?	X				
Overall, you are pleased with the way AESCO handles obstacles at the job	X				
AESCO submits reports in a timely manner	X				
AESCO's staff is readily available to provide support when needed	X				

Additional Comments:
When I was in a bind, Aesco step up to the plate And Really help me out!

How can AESCO improve?
I do not Know!.

Signature: [signature]

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

City of Huntington Beach
2000 Main Street + PO Box 190 + CA 92648

Travis K. Hopkins, PE
Director

Department of Public Works
(714) 536-5431

To Whom it may concern:

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

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

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

Sincerely

David Verone

Contract Administrator

AESCO Standard Fees

	Professional Staffing	Cost (per hour unless otherwise noted)
P100	Principal Professional Engineer	$ 190
P101	Senior Geotechnical Engineer	$ 175
P102	Project Engineer/ Manager	$ 150
P103	Geologist	$ 160
P104	Quality Control Manager	$ 150
P113	Senior Staff Environmental Engineer	$ 145
P105	Senior Staff Engineer	$ 145
P114	LA City Deputy Inspector Methane	$ 125
P106	Building Inspector	$ 115
P107	Laboratory Manager	$ 105
P108	Laboratory Technician	$ 95
P109	CADD Operator/Draftsperson	$ 75
P110	Data Processing, Technical Editing or Reproduction	$ 75
P111	Expert Witness Testimony	$ 380
P112	Certified Payroll, per hr.	$ 145

	Field Technician	Cost (per hour)
T150	Special Inspector (Reinforced Concrete, and Masonry)	$ 100
T151	Special Inspector (Structural Steel, Drilled-In-Anchors	$ 100
T152	Special Inspector for Welding	$ 100
T153	DSA Class I Inspector	$ 135
T154	DSA Class II Inspector	$ 125
T155	Special Inspector for Fireproofing	$ 100
T156	Special Inspector Load Tests or Torque/Bolt)	$ 100
T157	Special Inspector Rebar Sample	$ 100
T158	Special Inspector Pachometer	$ 100
T159	Senior Asphalt Placement Technician	$ 110
T160	Asphalt Placement Technician	$ 100
T161	Asphalt/Concrete Plant Technician	$ 100
T162	ACI/Caltrans Technician	$ 100
T163	Senior Soils Technician	$ 115
T164	Senior Grading Inspector	$ 105
T165	Staff Grading Inspector	$ 100
T166	Soils Technician	$ 100
T167	Pile Driving Inspector	$ 115
T168	AWS Certified Welding Inspector	$ 100
T169	NACE Coating Inspector	$ 125
T170	Field Coring Technician	$ 100
T171	Nondestructive Examination Technician, UT, MT, LP	$ 105

T172	Structural Steel Fabrication Inspector (AWS)	$ 105

	Fabrication Shop Inspections	Cost (per hour)
T173	Structural Steel Inspector (ICC/CBO)	$ 100
T174	Structural Steel Inspector (AWS)	$ 100
T175	Batch Plant Quality Control Technician/Inspector	$ 100
T176	Reinforced Concrete, Prestressed Inspector	$ 100

Field Inspector/Technician Hours

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

Regular Work Hours

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

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

Time and One-Half

Any increment past first 8 hours through 12 hours, Monday through Friday
First 12 hours on Saturday
Shift between 3:00 a.m. and 5:00 a.m.

Double Time

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

	Field Analysis	Cost (per hour unless otherwise noted)
G200	Soil Boring with Hollow Stem Auger Drilling Portal to Portal, per hour	$ 380
G201	Backfill Boreholes with Betonite, per foot	$ 15
G202	Backfill Boreholes with Grout, per foot	$ 30
G203	Drumming and Disposal of Clean Cuttings, per drum	$ 370
G204	Fire Water Buffalo, per day	$ 500
G205	Support Truck, per day	$ 125
G206	Water Truck, per day	$ 400
G207	Mobilization and Demobilization for Rock coring, each	$ 950
G208	Rock Coring, per hour	$ 425
G209	Decontamination of Vehicle and Equipment, each	$ 300
G210	Field Resistivity, up to 3 arrays, maximum distance of 40 ft., each	$ 1,700

	Mix Design Review	Cost
D250	Review of Concrete Mix Design	$ 150
D251	Review of Grout Mix Design	$ 150
D252	Review of Mortar Mix Design	$ 150
D253	Review of Asphalt Mix Design	$ 180

	Sample Pick-Up/Hold	Cost
	All hold samples are charged at the same rate as the testing rate	
U303	Technician for Specimen pick up, minimum 2 hours, per hour	$ 95
U304	Vehicle, per trip	$ 65

	Field Equipment Charges	Cost
E350	Brass Mold, each	$ 20
E351	Concrete Air Meter, per day	$ 40
E352	Concrete Unit Weight (Scale, Bucket, Rod and Mallet), per day	$ 10
E353	Field Vehicle Usage, per day	$ 65
E354	Concrete/Asphalt Coring Equipment rental per hr, min 4 hrs and 8 hrs therafter	$ 190
E355	Fireproofing Adhesion/Cohesion, per test	$ 15
E356	Hand Auger Equipment, per day	$ 125
E357	Level D Personal Protective Equipment (PPE), per person per day	$ 40
E358	Liquid Penetrating Consumables, per day	$ 20
E359	Magnetic Particle Equipment and Consumables, per day	$ 30
E360	Ultrasonic Equipment and Consumables, per day	$ 55
E361	Nuclear Density Gauge Usage, per hour	$ 15
E362	Compaction Test, per location/per test	$ 18
E363	Portable Concrete Laboratory-not including Technicians, per day	$ by quote
E364	Pachometer (Rebar Locator), per day	$ 50
E365	PID Usage, per hour	$ 30
E366	Pull Test Equipment, per day	$ 60
E367	Sand Cone Test Kit (Scale, Burner, Sand Cone Apparatus), per day	$ 150
E368	Schmidt Hammer, per day	$ 40
E369	Torque Wrench, Small, per day	$ 15
E370	Torque Wrench, Large, per day	$ 20
E371	Torque Multiplier (Skidmore), per day	$ 75
E372	Miscellaneous Equipment Charge	$ by quote
E373	Vapor Emission Kit, each	$ 45
E374	Field Resistivity Meter, per day	$ 175

AESCO

Schedule of Fees for Laboratory Services

	Concrete Tests	Cost (per test)
C400	6" x 12" Cylinder: Compression Strength (ASTM C39)	$ 25
C401	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293, or CTM 523)	$ 80
C402	Cylinders: Splitting Tensile Strength (ASTM C496)	$ 80
C403	Core Compression including Trimming (ASTM C39)	$ 50
C404	Coring of Test Panels in Lab, each	$ 25
C405	Diamond Sawing of Cores or Cylinders (ASTM C642)	$ 25
C406	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	$ 300
C407	Modulus of Elasticity Static Test (ASTM C469)	$ 125
C408	Unit Weight Including Lightweight Concrete	$ 65
C409	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	$ 375
C410	Additional Reading, Per Set of Three Bars	$ 45
C411	Storage Over Ninety (90) Days, Per Set of Three Bars, Per Month	$ 35

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

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

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

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

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

	Fireproofing Tests	Cost (per test)
F550	Oven Dry Density	$ 65
F551	Adhesion/Cohesions Testing, per hour, 4 hour minimum	$ 100

	Gunite and Shotcrete Tests	Cost (per test)
C420	Core Compression Including Trimming (ASTM C42)	$ 50
C421	Compression 6" x 12" Cylinders	$ 25
C422	Compression: Cubes	$ 30

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

S620	Organic Impurities (ASTM C40)	$ 85
S621	Failing Head Permeability (ASTM D2434)	$ 225
S622	R-Value: Soil (ASTM 2844)	$ 285
S623	R-Value: Aggregate Base (ASTM D2844)	$ 260
S624	Sand Equivalent (ASTM D2419, CTM 217)	$ 110
S625	Soil Classification (ASTM D2487)	$ 25
S626	Sieve #200 Wash Only (ASTM D1140)	$ 85
S627	Sieve with Hydrometer: Sand to Clay (ASTM D422)	$ 260
S628	Sieve Analysis including Wash (ASTM C136)	$ 150
S629	Sieve Analysis Without Wash	$ 90
S630	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 202)	$ 85
S631	Specific Gravity and Absorption: Fine(ASTM C128, CTM 207)	$ 150
S632	Swell/Settlement Potential: One Dimensional (ASTM D4546)	$ 155
S633	Unit Weight Coarse Aggregate	$ 70
S634	Unit Weight Fine Aggregate	$ 70
S635	Voids in Aggregate (ASTM C29)	$ 80
S636	Unconfined Compression (ASTM D2166, CTM 221)	$ 90
S637	LA Rattler	$ 185
S638	pH of soil	$ 25
S639	Pocket Penetration Test	$ 10

	Asphalt Concrete Tests	**Cost (per test)**
A650	Asphalt Core Density	$ 40
A651	Extraction % AC by Ignition Oven (CTM 382)	$ 145
A652	Gradation on Extracted Asph (ASTM D6507 andD5444, CTM 202, and CTM 382)	$ 100
A653	Moisture Content (CTM 370)	$ 75
A654	Maximum Theoretical Specific Gravity (RICE) (ASTM D2041, CTM 309)	$ 160
A655	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	$ 90
A656	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	$ 150
A657	Sieve Analysis (ASTM D5444 and C136)	$ 85
A658	Sieve Analysis with Wash (ASTM D5444)	$ 130
A659	Sand Equivalent (ASTM D2419)	$ 125
A660	5 pt LTMD Bulk Specific Gravity (CTM 308, CTM 375)	$ 275
A661	Flat and Elongated Particles (ASTM D4791)	$ 195
A662	Fine Aggregate Angularity (AASHTO T304 A)	$ 185
A663	Maximum Density HVEEM (ASTM D1560)	$ 200
A664	Maximum Density Marshall (ASTM D1559 and D561)	$ 200
A665	Mix Stability (CTM 304)	$ 200

	Reinforcing Steel	**Cost (per test)**
R700	Bend Test: #11 or Smaller	$ 55
R701	Bend Test: Larger Than # 11	$ 85

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

	Metal Testing	**Cost (per test)**
R714	Hardness Test (Rockwell) and Brinnel (ASTM E18)	$ 65
R715	Hardness Test of Nuts	$ 75
R716	Hardness Test of Bolts	$ 90
R717	Hardness Test of Washers	$ 75

	Concrete Coring Services	**Cost (per test)**
C423	Equipment Concrete (4 and 8 hour minimum), per hour	$ 190
	Individual Core Prices (all prices are for a four core minimum job):	
C424	Slab on Grade Coring for 2",3" and 4" Diameter (first 6" depth) each	$ 60
C425	Slab on Grade Coring for 6" and 8" Diameter (first 6" depth) each	$ 65
C426	Slab on Grade Concrete Core (price per inch after 6" depth)	$ 5
C427	Wall Cores 2",3" and 4" (first 6" in depth) each	$ 75
C428	Wall Concrete Core (price per inch after 6" in depth), per inch	$ 5
	(Wall core pries based on Contractor supplying access to area to be cored)	
	Miscellaneous Concrete Coring Prices:	
C429	Patching Slab on Grade Cored Holes with 2500 psi Concrete Patch, each	$ 10
C430	Thickness Determination per ASTM C42, each	$ 10
C431	Compression Strength Determination	$ 55

	Asphalt Concrete Coring Services	**Cost (per test)**
	Alternate Individual Core Prices (all prices are for a four core minimum job):	
A661	Asphaltic Concrete Cores 2",3" and 4" Diameter (First 6" in depth), each	$ 60
A662	Asphaltic Concrete Cores 6" and 8" Diameter (First 6" in depth), each	$ 60
A663	Asphaltic Concrete Cores price per inch after 6" in depth, each	$ 5
	Miscellaneous Asphaltic Coring Prices:	
A664	Patching of Core Drilled Holes Using Cold Patch Material, each	$ 25

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

EXHIBIT C

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 9/20/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LAURIE BRENNAN HAUCK
9114 Adams Ave #182
Huntington Beach, CA 92646
0C98533

CONTACT NAME:
PHONE (A/C, No, Ext): (702) 629-6700 FAX (A/C, No): (702) 629-6701
E-MAIL ADDRESS: brenco@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Houston Casualty Company	
INSURER B: The Hartford	
INSURER C: Houston Casualty Company	
INSURER D: The Hartford	
INSURER E:	
INSURER F:	

INSURED
Aesco, Inc.
17782 Georgetown Lane
Huntington Beach, Ca 92647
(714) 375-3830

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		154BW46127	6/24/2018	6/24/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000. $ 100,000. $ 5000 $2,000,000. $2,000,000. $2,000,000.
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		72UECTQ7770	7/7/2018	7/7/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000.
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72WECKU6780	4/11/2018	4/11/2019	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			HCC 18 23089	07/09/18	07/09/19	$2,000,000.per claim $2,000,000. aggregate	

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

CERTIFICATE HOLDER
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72 WEC KU6780 **Endorsement Number:**
Effective Date: 04/11/18 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: AESCO INC.
17782 GEORGETOWN LN
HUNTINGTON BEAC CA 92647

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

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

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

SCHEDULE

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

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
Process Date: 03/02/18

Policy Expiration Date: 04/11/19

POLICY NUMBER: 154BW46127

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee or contractor with whom you have agreed, in a written contract, that such person or organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.	Any and all of your locations and completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

Schedule of Additional Insured(s):

Any person or organization named in an Additional Insured endorsement attached to this policy with whom you have agreed, in a written contract, that such person or organization should be provided primary and non-contributory coverage, but only when such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.

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

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

C. Other Insurance

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

However, this endorsement:

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

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

This insurance does not apply to:

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

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

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

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

   1. Required by the contract or agreement you have entered into with the additional insured; or

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

   whichever is less.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 6/21/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LAURIE BRENNAN HAUCK
9114 Adams Ave #182
Huntington Beach, CA 92646
0C98533

CONTACT NAME:
PHONE (A/C, No, Ext): (702) 629-6700 FAX (A/C, No): (702) 629-6701
E-MAIL ADDRESS: brenco@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Burlington Insurance Company	
INSURER B: The Hartford	
INSURER C: Houston Casualty Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Aesco, Inc.
17782 Georgetown Lane
Huntington Beach, Ca 92647
(714) 375-3830

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X	Y	154BW40150	6/24/2017	6/24/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000. $ 100,000. $ 5000 $2,000,000. $2,000,000. $2,000,000.
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	Y	72UECTQ7770	7/7/2017	7/7/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000. $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	72WECKU6780	4/11/2017	4/11/2018	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			HCC 16221	07/09/16	07/09/17	$2,000,000.per claim $2,000,000. aggregate	

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

CERTIFICATE HOLDER
City of Costa Mesa
77 Fair Drive
Costa Mesa, Ca 92626

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Laurie Brennan Hauck

POLICY NUMBER: 72 UEC TQ7770

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.

B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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;

   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;

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.