

AGREEMENT WITH AESCO TO PROVIDE ON-CALL MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT is made and entered into this 18th day of April, 2023 by and between AESCO, Inc., a California corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On September 2, 2020 the City issued a Request for Proposal (“RFP”) No. 20-111, by which it sought qualified consultants to provide on-call material testing and special inspection services for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 20-111.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall perform all tasks, services, and obligations described in the scope of work section included within RFP No. 20-111, including providing all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the “**Scope of Services**”, which was included in RFP 20-111 and is attached hereto and fully incorporated herein by this reference as **Exhibit A**, and as more specifically set forth in Consultant’s proposal (excluding fee and cost proposal and resumes), which is attached hereto and fully incorporated herein by this reference as **Exhibit B**.

2. ALLOWABLE COSTS AND PAYMENTS

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee and Cost Proposal, which is attached hereto and fully incorporated herein by this reference as **Exhibit C**. Consultant is one of three (3) separate consultants selected to provide services on an on-call basis under RFP 20-111. The total compensation for services provided by all consultants selected under RFP 21-105

shall not exceed the shared aggregate amount of \$950,000.00 during the term of this Agreement, including any extension periods as set forth in Section 4, below.

- b. Consultant's Fee and Cost Proposal is attached hereto and fully incorporated herein as **Exhibit C**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the fee and cost proposal and identified in the fee and cost proposal, and in the executed Task Order.
- c. Specific projects will be assigned to Consultant through issuance of Task Orders. After a project to be performed under this Agreement is identified by City, City will prepare a draft Task Order less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both City and Consultant.
- d. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- f. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from City before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- i. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project, and work shall not commence until a Task Order for that project has been executed by City.

- j. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title, and Task Order number. Credits due to City that include any equipment purchased under the Equipment Purchase provision of this Agreement must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to City at the following address: City of Santa Ana, Public Works Agency M-36, 20 Civic Center Plaza, P.O. Box 1988, Santa Ana, CA 92702.
- k. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- l. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- m. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- n. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- o. The total amount payable by City for all Task Orders resulting from this Agreement shall not exceed an aggregate amount of \$950,000.00. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Task Orders.
- p. Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the City's Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- q. Consultant's Project Manager shall meet with City's Project Manager, as needed, to discuss progress on the project(s).
- r. This Agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by

Congress, the State Legislature, or the City that may affect the provisions, terms or funding of this Agreement in any manner.

3. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost. et seq., shall be used to determine the cost allowability of individual items.
- b. Consultant agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

4. PERFORMANCE PERIOD

- a. This Agreement shall go into effect on April 18, 2023, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City. This Agreement shall end on July 5, 2024, unless terminated earlier in accordance with Section 21, below. The term of this Agreement may be extended for up to two (2), one (1) year periods upon a writing executed by the City Manager and City Attorney.
- b. Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment.

5. STATE PREVAILING WAGE RATES

- a. If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this

Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

- c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations, Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- d. When prevailing rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by City.

6. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

7. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data, which were provided, to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

8. MINIMUM INSURANCE REQUIREMENTS

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - (iii) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - (i) **Additional Insured Status.** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33,

or CG 20 38; and CG 20 37 forms if later revisions used).

- (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.
- (iv) **Waiver of Subrogation.** Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.
- (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- (vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- (viii) **Verification of Coverage.** Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (ix) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.
- (x) **Special Risks or Circumstances.** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

10. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

11. RETENTION OF RECORDS/AUDIT

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

12. AUDIT REVIEW PROCEDURES

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by mutual agreement shall be reviewed by the City.
- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City of unresolved audit issues. The request for review will be submitted in writing, submitted to the project manager of RFP.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

13. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential

information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

14. CONFLICT OF INTEREST

- a. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project that will follow.
- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Consultant agrees to complete any statements of economic interest if required by either City ordinance or State law.

15. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

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

16. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:	Jennifer L. Hall City Clerk City of Santa Ana 20 Civic Center Plaza (M-30) P.O. Box 1988 Santa Ana, CA 92702-1988 Fax 714- 647-6956
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Nabil Saba
Executive Director
Public Works Agency City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
Fax 714-647-5635

To Consultant: Adam Chamaa, PE, GE
Vice President
AESCO, Inc.
17782 Georgetown Lane
Huntington Beach, CA 92647

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

17. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

18. SUBCONTRACTING

- a, Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation

to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City, except that which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.
- d. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by City prior to the start of work by the subconsultant(s).

19. EQUIPMENT PURCHASE

- a. Prior authorization in writing by City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this Agreement is subject to the following condition: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, based on a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

20. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

21. TERMINATION

- a. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice. Upon termination, City shall be entitled to all work including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- b. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

22. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

23. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

24. STATEMENT OF COMPLIANCE

- a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 11102.

- b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, gender, gender identity, gender expression, sexual orientation, military or veteran status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- d. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- e. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 40 Code of Federal Regulations Part 26 on the basis of race, color, sex or national origin. In administering the City components of the Disadvantaged Business

Enterprises (DBE) Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

- g. Under 49 CFR 26.13(b): Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement, Consultant shall carryout applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, which the City deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payment if applicable;
 - 2) Assessing sanctions;
 - 3) Liquidating damages; and/or
 - 4) Disqualifying consultant from future proposing as non-responsible.
- h. Termination and Substitution of DBE Subconsultants. Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform work with their own forces or obtain materials from other sources without authorization from City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.
- i. Consultant shall notify City's designated representative of any changes to its anticipated DBE participation before starting the affected work. Consultant shall notify City of any notices of decertification or certification regarding a subconsultant's DBE status.
- j. Consultant shall provide all required DBE forms to the City as required pursuant to applicable law.
- k. All certifications required for the Bid are attached hereto as part of Exhibit B to the Agreement.
- l. In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and

the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- m. Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- n. In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
- o. Consultant shall include the provisions of paragraphs a. through p. in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- p. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to the following Pertinent Non-Discrimination Authorities:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

25. DEBARMENT AND SUSPENSION CERTIFICATION

- a. Consultant’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or

determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

- b. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

26. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

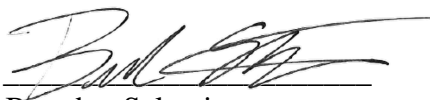
CITY OF SANTA ANA

Jennifer Hall
City Clerk


KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

AESCO, INC.

By: 

Brandon Salvatierra
Deputy City Attorney



By: Kay Alabed
Title: President

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director,
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
TESTING AND SPECIAL INSPECTION SERVICES
RFP NO. 20-111**

INTRODUCTION/BACKGROUND

Under the City of Santa's Capital Improvement Program, a number of construction projects will take place in the next few years. These projects include street pavement, traffic signals, underground utilities, buildings, bridges and park facility improvements. The total value of construction is estimated to exceed \$100 million.

In order to maintain high quality of construction, the City intends to retain testing and inspection firms to provide quality assurance services for those projects. The selected firms are expected to provide testing and inspections for construction activities involving grading, soils, base material, concrete, masonry, asphalt concrete, structural steel, reinforcing steel, painting and to provide other quality assurance services when required.

The purpose of this RFP is to solicit proposals from quality control consulting firms for the required services. The selected consultant is expected to enter into an agreement with the City to provide services on an as-needed basis.

Prime consultant mark-ups for sub-consultant work will not be allowed.

All proposals, plans, drawings, specifications, estimates, grant applications, modeling, studies, presentations, and/or reports will be subject to the final approval and satisfaction of the City. The selected consultants must have the expertise, experience, and demonstrated resources available to perform the work described in this RFP.

The City desires to enter into Agreements with multiple top-ranking firms for an initial three (3)-year term, with a City option to exercise one (1), two (2)-year extension period. The annual amount to be expended under the Agreement will vary at the City's discretion and will be dependent on available funding.

A. SCOPE OF SERVICES

The required services shall include, but not be limited to, the following:

- ◆ Provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction (“Green Book”) and Caltrans Standard Specifications. Submit daily field reports to the City and a final report after work is completed.
- ◆ Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents. Submit field reports to the City immediately after inspections are completed. All deputy inspectors shall register with the City’s Planning and Building Agency prior to start inspection.
- ◆ Perform tests on various construction materials as required by the City.
 - Available tests may include the following:
 - Mix Designs
 - Concrete
 - Concrete Blocks
 - Brick Masonry
 - Masonry Prisms
 - Mortar and Grout
 - Fireproofing
 - Soils and Aggregates
 - Asphalt Concrete
 - Reinforcing Steel
 - Environmental
- ◆ Inspectors who perform work in confined areas or at elevated levels shall be certified or trained for confined space and fall protection.
- ◆ Recommend testing method on defective work and advise the City of acceptance standards.
- ◆ Provide source inspection for concrete and asphalt concrete at mixing plants, and inspection for other materials at their source as required by the project specifications.
- ◆ Provide other quality control services as requested by the City.
- ◆ Field reports shall be submitted daily to the City. Submit and distribute typed inspection and testing reports to the City's Public Works Agency and the Planning and Building Agency in accordance with “Green Book” and “CBC” requirements and to other concerned parties within a week after the work is performed.

- ◆ Submit a final report to the City within five working days upon completion of each project.

B. SPECIAL REQUIREMENTS

Since some of the city projects will be funded by Federal or State grants, the selected consulting firm must comply with requirements of Caltrans' construction manual and the following:

Certificate of Personnel

- ◆ The personnel who will conduct the sampling and testing must be certified. They can be certified by Caltrans' District Materials Engineer, by the National Institute Certification of Engineering Technologies, or by other authority acceptable by the Construction Engineer of the City to be proficient in accepting sampling and testing.
- ◆ A copy of each person's certificate must be on file in the office of the Construction Engineer. The certificate shall list the type of work which the individual is authorized to perform.
- ◆ The testing laboratory must be under the supervision of a registered engineer with experience in inspection and testing of construction materials. This engineer shall certify the results of all tests performed by the lab personnel under his/her supervision.
- ◆ The selected firm must maintain the laboratory testing equipment in accordance with recognized national standards.
- ◆ The selected firm must have an independent assurance testing and sampling program. This program can be performed either by their own personnel not involved in the acceptance testing and sampling, or by another quality assurance organization.
- ◆ Correlation Testing Program: The Materials Laboratory shall be a participant in one or more of the following testing programs:
 - ◆ AASHTO Materials Reference Laboratory (ARML)
 - ◆ Cement and Concrete Reference Laboratory (CCRL)
 - ◆ Caltrans' Reference Samples Program (RSP)

Acceptance Testing and Sampling

- ◆ The selected testing laboratory shall conduct acceptance testing of materials on the first day when work is performed, and continues daily until the work is completed.

Reporting Test Results

- ◆ When aggregate sample is taken in the material source, the testing firm shall submit to the Resident Engineer results of sand equivalent, cleanness value and sieve analysis within 24 hours. When soils and aggregate samples are taken at the job site, results of these tests should be submitted within 72 hours.
- ◆ Results of compaction and density tests taken at the job site should be submitted within 24 hours.
- ◆ When samples of soils and asphalt concrete are taken at the job site, R-value and result of asphalt extraction test should be submitted within 96 hours.

Independent Assurance Sampling and Testing

The selected firm shall establish and maintain an Independent Sampling and Testing (ISAT) program:

- ◆ To verify that the project sampling and testing are performed correctly by the testers and samplers.
- ◆ To ensure the equipment is properly calibrated.
- ◆ To provide the City with a copy of the program to ensure that the program is carried out.
- ◆ To provide the Resident Engineer with a report indicating actions to be taken by the selected testing firm when discrepancies are found between ISAT and acceptance tests (AT).

C. CITY RESPONSIBILITIES

- ◆ Furnish construction plans and specifications to the consultant.
- ◆ Coordinate with the contractor regarding work schedule and notify the consultant 24 hours in advance for the required inspections and tests.

D. SPECIAL REQUIREMENTS (ATTACHMENT 4)

- ◆ This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:
 - ◆ LAPM Exhibit 10-H: Sample Cost Proposal

- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment
- LAPM Exhibit 10-K: Consultant Certification of Contract Costs and Financial management System

Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency’s DBE goal.

CONSULTANT AUDIT AND REVIEW PROCESS:

Prior to contract award and dependent on contract award amount, the selected Consultant shall be subject to an audit or review by Caltrans’ Audit and Investigations (A&I), other state audit organizations, or the federal government. The selected Consultant shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

To independently download any of the Caltrans Exhibits required per this RFP, visit: <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

EXHIBIT B

CONSULTANT'S PROPOSAL
(exclusive of fee proposal and resumes)



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

San Bernardino County
14163 Arrow Boulevard
Fontana, California 92335
Tele: (909) 284-9200
Fax: (909) 284-9201

**REQUEST FOR PROPOSALS
MATERIAL TESTING AND SPECIAL INSPECTION SERVICES
RFP NO. 20-111**

AESCO Proposal No. P6513



**Attention: Mr. Sean Thomas
Project Manager**

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

September 30, 2020



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

San Bernardino County
14163 Arrow Boulevard
Fontana, California 92335
Tele: (909) 284-9200
Fax: (909) 284-9201

September 30, 2020

Mr. Sean Thomas, Project Manager
City of Santa Ana
Public Works Department
20 Civic Center Plaza, M-36
Santa Ana, CA 92701

**Subject: Request for Proposals
Material Testing and Special Inspection Services
RFP NO. 20-11
AESCO Proposal No. P6513**

Dear Mr. Thomas:

AESCO is pleased to present this response to the Request for Proposal to provide on-call material testing and special inspection services for the above-referenced project. AESCO is located at 17782 Georgetown Lane, Huntington Beach, CA 92647; 714-375-3830; 714-375-3831 (fax); email:adam.chamaa@aescotech.com; and website: www.aescotech.com. AESCO is a **woman-owned** corporation (incorporated in California) and has been in operation since 1993, a total of 27 years. Ms. Kay Alabed is the President of AESCO and Mr. Adam Chamaa, PE, GE is the Vice-President. Either person is authorized to make commitments on behalf of AESCO.

- 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.
- Clients include OCTA, the County of Orange, CalTrans, MTA; the Cities of Huntington Beach, **Santa Ana**, Villa Park, Moreno Valley, Lynwood, Lakewood, Buena Park, and Riverside.
- **AESCO currently holds the on-call contract for the City of Santa Ana Capital Improvement Projects.**

Scope of Work

The scope of work consists of providing quality assurance services for street pavement, traffic signal, underground utility, building, bridges, and park projects in the next few years. Testing and inspections for construction activities will include, but not be limited to, grading, soils, base material, concrete, masonry, asphalt concrete, structural steel, reinforcing steel, painting and other quality assurance services for the Capital Improvement Program. Inspections and testing will be provided for the installation of precast and cast in-place concrete, welding, high strength



bolts, structural steel, masonry and other types of work in accordance with the California Building Code (CBC) and the contract documents.

AESCO currently has 35 employees, with 4 registered engineers and geologists and we are a member of Union Local 12 and can obtain additional inspectors as needed. **All materials testing and special inspections, observation services, and geotechnical engineering 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.**

Diaz and Yourman Associates (DYA) will be a sub-consultant to AESCO and meet the requirements of the DBE program.

AESCO will respond within 24-hours upon request by the Department. All testing will be performed in AESCO's Caltrans, ARML, CCRL, City of Los Angeles, and DSA approved laboratory and all work will be in compliance with applicable governing local, State and Federal agencies and laws. AESCO has used cloud computing and other forms of technology to streamline client communication, improve the documentation process and provide technicians an efficient way to record results. Allowing, clients and team members the ability to verify and track the status of our field, shop and lab 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.



This proposal is signed by Mr. Adam Chamaa, P.E., G.E. who is authorized to bind AESCO.

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

Debra Perez
Project Manager

Kay Alabed
President



Statement of Qualifications

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Section B: Contract Agreement Statement

AESCO has reviewed the City of Santa Ana Sample Consultant Agreement and we accept all of the provisions as contained within the Agreement in Attachment 2 of the Appendix.

Section C: Firm and Team Experience

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 thirty-five employees. We also have a second office in Fontana, California. Mr. Adam Chamaa, P.E., G.E. will be the single point of contact for this proposal and he can be reached at 714-375-3830 or emailed at Adam.Chamaa@Aescotech.com. 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 engineering for various clients including the Cities of Los Angeles, Costa Mesa, Inglewood, Long Beach, Diamond Bar, Lakewood, Huntington Beach, Lynwood, Riverside, Buena Park, Irvine, **Santa Ana**; the Los Angeles Unified School District; Alhambra School District; SANBAG; Caltrans; Los Angeles Metropolitan Transit Authority (MTA); and the Orange County Transportation Authority (OCTA). **AESCO currently holds the on-call contract for testing and inspection services for the City of Santa Ana Capital Improvement Projects.**

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.

Sub-Consultants

Diaz•Yourman & Associates (DYA) is a privately held geotechnical consulting services corporation, founded in December 1992. DYA has grown in size, capacity, and breadth of services to 23 employees, including 17 engineers, the majority of whom have advanced degrees in geotechnical engineering. Our engineers are supported by a staff of technicians, word processors, and drafters (ArcGIS, AutoCAD and MicroStation), and an extensive technical library. Our corporate office is located at 1616 East 17th Street, Santa Ana, California 92705; telephone number (714) 245-2920, fax number (714) 245-2950.

We have been recognized by our peers for technical excellence and innovative solutions to liquefaction mitigation. This includes 10 Outstanding Project Awards from our peers at CalGeo: LAX Terminal 1 Modernization (2018), LAX Central Utility Plant Replacement (Design/Build) (2016), Anaheim Regional Transportation Intermodal Center (2015), LAX Tom Bradley International Terminal (2013), Port of Los Angeles Cabrillo Way Marina Development (2010), Port of Long Beach Joint Command and Control Center (2007), Port of Long Beach Pier T Container Terminal (2004), Port of Los Angeles Pier 400 Buildings (2003), Henry Ford Avenue Grade Separation (2001), and Port of Los Angeles Pier 300



Container Terminal (1997). In addition, DYA provided geotechnical services on projects for which the entire project received awards, such as the **Orange County Groundwater Replenishment** project, which won 2009 local, state, and national awards from the American Society of Civil Engineers (ASCE) and the American Council of Engineering Companies (ACEC); the **SR-22 Design/Build Widening, La Canada Flintridge Inverness Drive Slope Repair, Orange County Transportation Management Center, Balboa Phase I Improvements**, and the **Alameda Corridor**.

DYA is a certified Race Conscious Minority Business Enterprise and Disadvantaged Business Enterprise (MBE/DBE) under the California Unified Certification Program (CUCP).

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. Our laboratory produces thousands of reports annually involving concrete, aggregates, soils in-place, and bituminous materials. 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
- Up to 600,000-pound universal test machines
- Charpy V Notch test apparatus
- Rockwell hardness testing machines
- Refractory Testing
- Concrete Masonry Block
- Roof Inspection and Testing
- Soils Compaction and Stabilization Tests and Inspection
- Structural Steel Fabrication and Erection Inspection and Testing
- Qualification of Welders and Procedures
- Welding Inspection
- Rebar Inspection and Testing
- NDT Testing and Inspection

Mobile Laboratory

AESCO operates a fully functioning, self-sufficient mobile laboratory which can provide immediate and reliable test results for any project. The mobile laboratory can perform on-site testing for rapid strength concrete, maximum density-optimum moisture tests for rapid compaction testing results, sieve analysis, Atterberg Limits, Sand Equivalent tests, aggregate

testing, asphalt, etc. Our laboratory is Caltrans certified. The mobile laboratory has a compression testing machine for concrete, ovens, equipment to fabricate test specimens, curing containers, water tanks and pumps, and portable generators.

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.

Environmental Engineering Capabilities

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.

Proposed Staffing

AESCO's staff includes 4 registered Engineers and Engineering Geologists licensed in the State of California. As AESCO is located within Orange County, we have extensive experience in the area and have worked for various cities and jurisdictions including: the Cities of **Santa Ana**, Irvine, Huntington Beach, Villa Park, Buena Park, Anaheim, Caltrans and Orange County Transportation Authority. Resumes of AESCO's project team are included within the Appendix.

A brief overview of key personnel is presented below.

PERSONNEL SUMMARY

Name	Years of Experience	Education/Credentials
Adam Chamaa Engineering Manager	35+	B.S. Civil Engineering M.S. Civil Engineering Licensed California Engineer (P.E.) Licensed California Geotechnical Engineer (G.E.) Nuclear Density Machine Operator
Russell J. Scharlin Geotechnical Engineer	40+	B.S. Civil Engineering M.S. Civil Engineering Licensed California Engineer (P.E.) Licensed California Geotechnical Engineer (G.E.)
Andrew Stone, Engineering	30+	B.S. Geology Certified Geologist (C.G.)



Name	Years of Experience	Education/Credentials
Geologist		Certified Engineering Geologist (C.E.G.)
Debra Perez Project Manager	40+	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
Kay Alabed, Project Coordinator	27	B.S., Dental Medicine
Omar Chamaa Field and Quality Control Engineer	15	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
Steve Crumb Laboratory Manager	11	B.S. Civil Engineering (in progress) California State University, Long Beach Civil Engineering Cerritos College ACI: Concrete Laboratory Testing Concrete Field Testing Concrete Strength Caltrans Calculations Grading Agg. Sampling Sample Prep. Soil and Agg. Sieve Analysis Percent Crushed Particles Relative Compaction Sand Equivalent Moisture Content

Name	Years of Experience	Education/Credentials
		Cleanness Durability Compressive Strength Flexural Strength Flexural Strength-PCC Sampling Fresh Concrete AASHTO: Sieve Analysis-Fine Sieve Analysis-Coarse and Fine Reducing Samples of HMA Reducing Samples of Agg. Sand Equivalent Evaporable Moisture Content Moisture Content-HMA Percent
Tariq Abdullah Senior Laboratory Technician	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 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
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

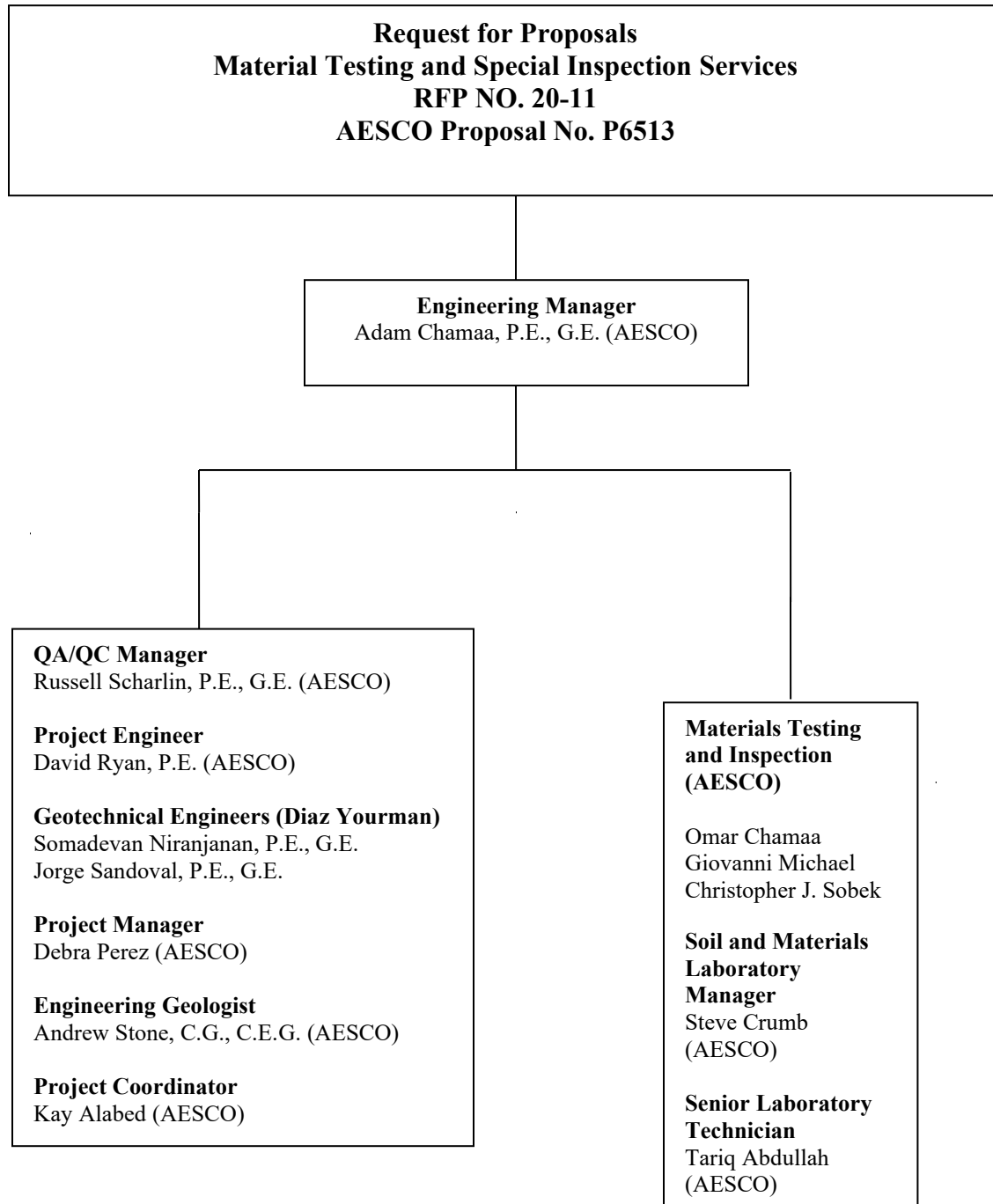


Name	Years of Experience	Education/Credentials
		AWS-CWI NICET Level II Highway Construction Materials 30-hour Hazardous Waste
Giovanni Michael Inspector	11	Caltrans Certificate of Proficiency for: Air Content, Freshly Mixed Concrete, Pressure, Density of Fresh Concrete, Flexural Strength of PCC (Fabrication 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

Note: Certificates are available upon request.

SUBCONSULTANTS

Name	Years of Experience	Education/Credentials
DIAZ YOURMAN AND ASSOCIATES		
Somadevan Niranjanan, P.E., G.E., Geotechnical Manager	20	B.S. Civil Engineering M.S. Civil Engineering Licensed Professional Engineer (P.E.) Licensed Geotechnical Engineer (G.E.)
Jorge Sandoval Geotechnical Engineer	30+	B.S. Civil Engineering M.S. Soil Mechanics Licensed Professional Engineer (P.E.) Licensed Geotechnical Engineer (G.E.)





AESCO Resource Allocation Matrix

Job Title	Task	Percentage Availability (%)
Engineering Manager/Geotechnical Engineer	Project Coordination, meetings and scheduling/Geotechnical Engineering	45-55
Quality Control Manager	Reviews all reports and test reports for accuracy and completeness	85-90
Project Manager	Report preparation and submittals	40-50
Field Engineer	Site inspection and technical reviews	100
Senior Inspector	Laboratory testing and field inspection	100

Diaz Yourman and Associates

Job Title	Task	Percentage Availability (%)
Geotechnical Engineer	Review laboratory tests, inspection reports and RFI/submittals	55-70

Section D: Understanding of Need

Project Understanding

The project consists of providing quality assurance services for street pavement, traffic signal, underground utility, building, bridges, and park projects in the next few years. Testing and inspections for construction activities will include, but not be limited to, grading, soils, base material, concrete, masonry, asphalt concrete, structural steel, reinforcing steel, painting and other quality assurance services. Inspections and testing will be provided for the installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry and other types of work in accordance with the California Building Code (CBC) and the contract documents. Field reports will be submitted daily to the City's Public Works Agency and the Planning and Building Agency and to other concerned parties and a final report will be provided within five days after work is completed. All deputy inspectors will be registered with the City's Planning and Building Agency prior to the start of inspections. Available tests may include the following: mix designs, concrete, concrete blocks, brick masonry, masonry prisms, mortar and grout, fireproofing, soils and aggregates, asphalt concrete, reinforcing steel, and environmental. Inspectors will be certified for confined space and fall protection. AESCO will recommend testing methods on defective work and advise the City of acceptance standards. Source inspection for concrete and asphalt concrete at mixing plants and other materials at their source will be provided in accordance with project specifications. All testing will comply with the City's QAP and conducted under the supervision of a registered engineer (P.E.) who will certify all test results. All personnel and laboratory personnel will possess applicable certifications; understanding and extensive experience with FEMA, AASHTO, ASTM, Caltrans, and local guidelines; laboratory and staff shall maintain current Caltrans accreditation; and contracted laboratories will maintain same licensing as primary consultant. AESCO will comply with all requirements of Caltrans Construction Manual including certification of personnel and is a part of an independent assurance testing and sampling program and correlation testing program through ARML, CCRL, AASHTO, and Caltrans RSP. Aggregate samples obtained at the material source shall be tested for sand equivalent, cleanness value and sieve analysis within 24 hours. Test results for soil and aggregate samples obtained at the job site are to be reported within 72 hours. Test results for compaction and density tests are to be reported within 24 hours. Test results for soils and asphalt obtained at the job site (R-Value, asphalt extraction, etc.) are to be reported within 96 hours.

Methodology for Materials Testing and Inspection

AESCO's method of operation is the following:

- Prior to the start of any project AESCO will become familiar with the contract documents, project plans, technical specification, existing site(s) and conditions, and other pertinent project documents.
- Prior to the start of any project AESCO will meet with the CITY to review staffing, project needs, coordinate inspections and testing, review budget controls, and will also attend the pre-construction meeting(s) if requested.
- AESCO provides a 24-hour live answering service and one of our Project Engineers

- is always available to answer any technical or scheduling issues. Technicians shall be available upon 24-hour notice and for occasional night work.
- **AESCO** digitally controls all assigned tasks to our technicians and each unit of service is closely watched by our project manager. **AESCO** does not exceed the assigned budget for its services prior to authorization by the CITY.
 - The inspector (or inspectors) then arrives at the site to perform the required testing and inspections. The technician will arrive at the site with the correct equipment, calibrated to existing standards with documentation. Equipment calibration shall be performed prior to the start of work and costs are included in the total hourly rate for field services. All samples will be transported from the project site to the laboratory for testing as required.
 - All breaks and 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 and test results are created digitally in a standard report format and emailed within 24 hours of completion of the test or inspection to the CITY. Field testing/compaction results of subgrade or asphalt concrete shall be communicated to CITY personnel as soon as the tests have been completed, on same day of testing, with hard copy to follow.
 - Any test or inspection deficiencies, such as; failing compaction, concrete not reaching the required strength, concrete with high slump, cleanness of rebar, cleanness of footings, etc., will be discussed immediately with the CITY. Our professionals will provide practical solutions to critical issues encountered in the field, considering both cost and technical implications.
 - A final certification report of all inspection services performed summarizing test results and raw data will be submitted for review following completion of construction which will summarize all failed and passing tests. The report will include the tests performed, where the test was performed or the sample was taken, testing dates at time, and test standard used, the approximately quantity of material represented by the test, will clearly identify a pass or fail result, and will summarize findings, conclusions, results and recommendations. The report will be signed by a California Licensed Professional Engineer/Geotechnical Engineer. All laboratory reports and inspection reports are supervised, reviewed and signed by a California Licensed Professional Engineer/Geotechnical Engineer.
 - **AESCO** will comply with OSHA requirements Safety Standards.
 - All technicians are adequately insured for liability and property damage, and a copy of the policy will be forwarded to the CITY upon request. Vehicles bear the firm's name.
 - All inspectors are required to communicate on a daily basis with our Quality Control Manager who ensures that all work is being performed in accordance with the Quality Control Manual.
 - **AESCO** has been successful in consistently completing its projects within the assigned budget and schedule. We thoroughly evaluate our task and scope of work and build an efficient budget for our work. Therefore, we seldom exceed the budget



or schedule. AESCO has a practice of obtaining advance approval from clients prior to initiating any work which will add costs to the originally approved budget.

AESCO'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.

Special Inspection and Materials Testing Philosophy and Process

AESCO maintains a strict Quality Control Program (QCP). 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 and field investigations are supervised by AESCO's registered engineer. The test results are reviewed by AESCO's Engineering Manager and QA/QC Manager, each of whom has over 35 years of experience.

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 in 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 E: Relevant Project Experience

HDPE Installation, Country Glen Way, City of Anaheim | Anaheim, CA

AESCO performed the materials testing and inspections for the installation of an HDPE waterline in the City of Anaheim. AESCO performed the testing and inspections of the trench backfill, subgrade and asphaltic concrete which was placed to restore the site to the original condition, including replacement of curb and gutter, cross gutter, sidewalk, landscape and irrigation, and paving. AESCO performed compaction testing of the trench backfill and subgrade. Asphalt testing was performed at the plant and as it was placed on the roadway. Classification testing was performed on the subgrade material and maximum density compaction testing was performed on the subgrade and asphalt in our Huntington Beach laboratory.

Project Highlights:

- Quality Assurance inspection and testing
- Testing and inspection of asphaltic concrete
- Testing and inspection of subgrade



Start Date: 2018

Completion Date: 2018

Total Cost: \$500,000

Client: City of Anaheim

Role: Construction Materials Testing and Inspection

Key Personnel Involved: Adam Chamaa, P.E., G.E. and Dave Ryan, P.E.

Reference

Tim Flint, Construction Manager, City of Anaheim | City of Anaheim | 200 South Anaheim Boulevard, Anaheim, CA 92805 | Phone: 714-765-5271 | E-mail: TFlint@anaheim.net

405 Freeway Widening | Between SR-73 and I-605 Freeway, Orange County, CA-Caltrans

AESCO is performing the Quality Verification materials testing and inspection during widening of the 405 Freeway between Euclid Street and the 605 Freeway, a total of 16 miles. The widening project includes the construction of new lanes on the southbound and northbound 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, and asphaltic concrete testing. AESCO also prepared the Quality Manual for the project including all forms. An Aerially Deposited Lead (ADL) study was also performed.



Project Highlights:

- Construction Materials and Soils Inspection and Testing for Freeway Widening Project
- Prepared Quality Control Manual for the project
- Coordinating and managing construction materials testing and inspection services
- Environmental Sampling of Aerially Deposited Lead (ADL)
- Asbestos Survey and Abatement Oversight
- Environmental assessment of clean import and hydrocarbon impacted soils
- Geotechnical Engineering for retaining walls and corrosivity

Project Challenges:

- AESCO provided resolutions to non-conformance reports (NCR) related to quality issues during construction in a timely manner to keep the project on schedule. Provided corrective actions to be taken and measures to prevent future NCR's.
- AESCO provided complete documentation and research associated with any NCR (specifications, standards, and list of procedures) that were affected by the issue. AESCO recommended mitigation measures and action plans to resolve any NCR's.
- AESCO worked closely with the design-build team to prevent future NCR's from occurring.

Start Date: 2018

Completion Date: 2023 (Projected)

Total Cost: \$1.9 billion

Client: OC 405 Partners

Role: QC Inspection and Testing

Key Personnel Involved: Adam Chamaa, P.E., G.E., Russ Scharlin, P.E., G.E., Debra Perez, Omar Chamaa, Giovanni Mikhail, Chris Sobek, David Ryan, P.E.

Reference

Reem Hashem, Principal Contracts Administrator | OCTA | 550 South Main Street, Orange, CA 92868
| Phone: (714) 560-5446 | E-mail: Rhashem@octa.net

ON-CALL A&E CONSTRUCTION TESTING and INSPECTION SERVICES| COUNTY OF ORANGE, DEPARTMENT OF PUBLIC WORKS, CA

AESCO has held the on-call contract with the County of Orange to perform construction materials testing and inspections for the past 4 years. The scope of work has included concrete, grout mix design; observe and document formwork construction; observe and document placement of reinforcing steel; slump, temperature, and air entrainment tests of fresh concrete; cast, cure and test concrete cylinders for compressive strength (core Testing); observation of post tensioned concrete; gamma and X-ray radiographic inspection; and hardness testing.

Projects have included the following:

Aliso and Woods Canyon Visitor Center
Restroom Remodel at Laguna Niguel Park
Bike Rental Expansion at Irvine Park
Fireman's Memorial Relocation at Irvine Park
Earthquake Repair at George Key Ranch Historic Park
Year-Round Emergency Shelter at Kraemer Park
CTO Training Rooms at GAO
New Restroom and Entry at Orange County Zoo
Electronic Transformer Replacement at Irvine Ranch
Parking Structure P8 in Santa Ana
TFC Secure Parking and Gates
Wima Shade Structure at Mason Regional Park
Probation Building Chiller and Cooler Replacement
Laundry Rehabilitation at Orangewood Children's Center
New Restrooms at Laguna Niguel Regional Park
New Restrooms at Ted Craig Regional Park
800 MHz Building in San Clemente
800 MHz Building at OC Sheriff's Office
Westminster Library Improvements
Orange County Data Plant Refresh
Rancho Santa Margarita Library Improvements
ADA Office Restroom, Santa Ana
Mile Square Regional Park Improvements



Reference

Mr. Ted Pittman, Project Manager III | County of Orange, Department of Public Works |
1143 E. Fruit Street Building 1, Santa Ana, CA 92701 | Phone: (714) 425-8880 | E-mail:
Ted.Pittman@ocpw.ocgov.com

Metrolink Parking Structure | Orange Transportation Center, Orange, CA

AESCO performed the materials testing and inspections and environmental engineering for the new Metrolink parking structure at the Orange Transportation Center located at 130 North Lemon Street, Orange, CA. The new structure is 5 stories high with 2 subterranean levels and provides parking for 611 vehicles. AESCO performed the reviews for shoring plans, mix designs and mill certificates for post-tension elevated slabs. AESCO also performed environmental engineering which consisted of soil sampling for site characterization, air monitoring for dust mitigation, remediation oversight, soil confirmation sampling for remediation closeout, and Emergency UST abandonment. Soil sampling was performed to test for creosote and hydrocarbons at the location of old subsurface railroad ties and at other random locations for clean-up verification. A crack monitoring program was also implemented to ensure that no damage occurred to existing structures in the area of construction. The materials testing and inspection included shotcrete, grading, post-tensioning, reinforced concrete, tie-backs, welding, rebar, mortar, footings, epoxy dowels, prestressed concrete, grout, drilled-in anchors, and compaction.

Project Highlights:

- Construction Inspection and Testing for multi-level parking structure
- Performed construction materials testing and inspections
- Environmental Engineering including soil sampling, air monitoring, and remediation oversight.
- Performed plan reviews for shoring, mix designs and mill certificates
- Project awarded 2020 ASCE Transportation Award

Start Date: 2017

Completion Date: 2019

Total Cost: \$33.2 million

Client: Hill International for OCTA

Role: QC Inspection and Materials Testing, Environmental Engineering and Monitoring, Crack Monitoring

Key Personnel Involved: Adam Chamaa, P.E., G.E.,

Amer Hazboon, P.E., Omar Chamaa



Reference

Michael Tahan, Senior Vice President | Hill International for OCTA/Caltrans | 3130 B Inland Empire Boulevard, Ontario, CA 91764

| Phone: (909) 262-4770 | Fax: (909) 527-8590 | E-mail: MichaelTahan@hillintl.com

Main Street, Talbert Street and Heil Street Pavement Rehabilitation | Huntington Beach, CA

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.

Project Highlights:

- Construction Inspection and Testing for pavement rehabilitation
- Plan review
- Concrete and Asphalt Mix Design Review
- Inspection and Testing for soils, asphalt, base, rebar, concrete

Start Date: September 2016

Completion Date: December 2016

Total Cost: \$2.7M

Client: City of Huntington Beach

Role: QC Inspection and Testing

Key Personnel Involved: Adam Chamaa, P.E., G.E., Omar Chamaa, David Ryan, P.E.



Reference

Joe Dale, Senior Contract Administrator | City of Huntington Beach |
2000 Main Street, Huntington Beach, CA 92648 | Phone: (714) 536-5431, |
E-mail: jdale@surfcity-hb.org

OCTA OC Streetcar Project, Santa Ana, CA

The OC Streetcar project consists of the design and construction of a two-track streetcar system from the Santa Ana Regional Transportation Center (SARTC) in Santa Ana to the proposed Regional Transit Connection and station in Garden Grove, approximately 4 miles. The project also includes design and construction of a maintenance and storage facility and two new bridge structures.

The maintenance and storage facility is planned to house all light revenue maintenance functions, including operations. This will accommodate administration, operations, maintenance, repair bays, and parts storage. A maintenance building, a wash building, parking lots, and a fire lane are also included.



The Santa Ana River Bridge is an approximately 356-foot-long, 3-span, precast, pre-stressed concrete, Caltrans, wide-flange girder bridge. Spans vary from approximately 80 to 138 feet and will carry the OC Streetcar light rail tracks over the Santa Ana River and adjacent Santa Ana River Trail. Traffic on the bridge consists of two tracks. Two reinforced concrete pier walls were proposed for the river piers. Short seat abutments on a single row of cast-in-drilled-hole (CIDH) piles were proposed to minimize earthwork, accommodate thermal movements, and use the same foundation type as the piers. The Westminster Avenue UP was proposed as an approximately 231-foot-long, 2-span, cast-in-place, post-tensioned concrete box girder bridge. Spans are approximately 111 to 120 feet long and will carry the OC Streetcar light rail tracks over Westminster Avenue. Traffic on the bridge consists of two tracks. High, cantilever abutments were proposed to minimize span length. A single, non-skewed, oblong column bent was proposed to fit within the available 14-foot median width, measured face-to-face of curb, on Westminster Avenue.

DYA provided a Phase I Hazardous Waste Environmental Site Assessment for the portion of the project within OCTA's Pacific Electric Railway right-of-way from Harbor Boulevard to North Raitt Street and a geotechnical investigation for the entire alignment, including soil borings, laboratory analysis, engineering analyses, and geotechnical reports. DYA subsequently performed a supplemental environmental site investigation in the Pacific Electric right-of-way and has been providing construction support and observation services.

Key DYA Personnel: S. Niranjanan, PE, GE – Geotechnical Manager
Christopher M. Diaz, PE, GE – Geotechnical Principal
Chaitanya (KC) Kukutla, EIT – Environmental Engineer
Jorge Sandoval, PE, GE – Construction Observation

Owner:
Orange County Transportation Authority
Mr. William Farthing, PE
Program Manager
550 S. Main St.
Orange, CA 92863
bfarthing@octa.net
714-560-5813

DYA Client:
HNTB
Mr. Terry Nash
Vice President
200 East Sandpointe Avenue, Suite 200
Santa Ana, CA 92707
tnash@hntb.com
480-262-5994

Completion Date: 2020 (Fall)

DYA Fees: \$1,183,700 (To Date)



Projects that AESCO has worked on within and/or for the City of Santa Ana

AESCO has held the on-call contract for materials testing and inspections and geotechnical and environmental engineering for the City of Santa Ana for the past 9 years.

Santa Clara Sewer and Water Improvements
Diamond Park Mutual Water Company Water Main Improvements
First Street Bridge Replacement Project
Parton Street Sewer Main Improvements Parton & Washington Street
Westminster Sewer Replacement, Westminster Avenue East of Harbor Boulevard
17th Street Water Main Installation on Broadway and Bristol
Walnut Pump Station Building Upgrade
Lincoln Avenue and Santa Clara Flood Channel Emergency Project
First Street Undercrossing Stormwater Lift Station 1200 block of First Street
Utility Backfill for Multi-Streets in City of Santa Ana
Cenntinela Yard Fire Rescue Pad 3401 Castor Street
3rd and Birch Street Parking Structure
Warner & Susan Industrial Asphalt 16-6868 Plant RJ Noble III B 3 Orange Plant
MS Megt Landscape Architecture, Center Street Urban Greening
Fairview Maintenance Fairview and Segrestrom
Parking Garage N. Spurgeon & 5th Street
Paving Susan and South of McFadden
Santa Ana Septic to Sewer Conversion Project
Euclid Pavement Rehab
San Lorenzo Sewage Lift Station Baker and Segestrom
Civic Center Pavilion Plaza
Pavement Condition Evaluation Shelton Street and West Wilshire Avenue
OCTA Kitchen Project at the Santa Ana Bus Base 4301 McArthur Boulevard
City Wide Residential Street Repair - Phase 15 Corner of MacArthur and Ramona
Residential Street Repair Phase 16 & Santiago Park Roadway Improvement
Edna Park 2140 W. Edna Dr, Santa Ana
Broadway between McFadden & First Curb and Gutter
Lyon Street Rehabilitation Chestnut Ave to First Street and Main-First intersection
MacArthur Blvd. Rehabilitation - Bristol to Flower
McFadden Rehabilitation, New Hope-Euclid
Flower St. Bike Trail Gap Closure, MacArthur to Sunflower
Phase 17 - Residential Street Repair, Lacy Street
Local Street Slurry Seal 2013-2014
Santa Ana Zoo 1901 E. Chestnut Avenue
Asphalt Coring Intersection Vance & Garfield
Local Street Slurry Seal 2012-2013
Grand Widening from 1st to 4th Street
Maple Bike Trail Safety Enhancements at Occidental Street, Saint Andrew Place, and Saint Gertude Place
Traffic Signal Installation at Raitt and Adams Street
Class II Bike Lane on First Street
Class II Bike Lane on Newhope Street
Pico-Lowell Residential Street Repair
Civic Center Drive Paving



Chestnut Avenue (Standard to Grand), Alley Improvements and Chestnut Avenue Rehab (Broadway to Main)
El Salvador Park Improvements
Traffic Signal Installation Newhope and Camille
Modification on Segerstrom and Bear
Volvo Dealership 1400 South Dan Gurney Drive
McFadden Between Harbor and Newhope
Stadium Concrete Repair 602 N. Flower St., Santa Ana
Wilshire Ave and Bochard Avenue Water Main Improvements
Bristol & Segerstrom Continuous Welding Inspection
3rd Street and Bush Street Restroom
ADA Office Restroom 100-036-036-PF36-1400 1143 Fruit Street
Warner & Susan Industrial Asphalt 16-6868 Plant RJ Noble III B 3 Orange Plan
Santa Ana Utility Improvements
OCPW OCH Probation Building Chiller- Cooling Replacement 909 N. Main Street
OCPW Parking Structure P8 301 W. 5th Street
Trench and Backfill 1420 W. Memory Lane
Residential Street Rehab Raitt Street and Bishop Street
Thornton Park prefab restroom 1801 W. Segrestrom Avenue
Septic to Sewer Deodar & 17th Street

Section F: References

Client: City of Huntington Beach
Contact: Mr. Joe Dale, Contracts Manager
Address: 2000 Main Street, P.O. Box 190, Huntington Beach, CA 92648
Phone No.: (714) 334-0118
Email: jdale@surfcity-hb.org
Services: On-Call Contract for Geotechnical and Environmental Engineering, Materials Testing and Inspection
Dates: 2003-present

Client: County of Orange Department of Public Works
Contact: Mr. Ted Pittman, Project Manager
Address: 1143 East Fruit Street, Building 1, Santa Ana, CA 92701
Phone No.: (714) 647-3947
Email: Ted.Pittman@ocpw.ocgov.com
Services: On-Call A/E Construction Testing and Inspection Services-Concrete Testing and Inspections
Dates: 2015-present

Client: City of Santa Ana
Contact: Mr. Tyrone Chesaneck, Senior Civil Engineer
Address: 20 Civic Center Plaza, Santa Ana, CA 92702
Phone No.: (714) 647-5045
Email: TChesaneck@santa-ana.org
Services: On-Call Contract for Materials Testing and Inspection
Dates: 2011-present

Client: OC 405 Partners for OCTA and Caltrans
Contact: Mr. Azaam Saad, P.E., Contracts Manager
Address: 3100 W. Lake Center Dr. 2nd floor, Santa Ana, CA 92704
Phone No.: (714) 318-3902
Email: A.saad@oc405.com
Services: Quality Verification Materials Testing and Inspections
Dates: 2018-present

Client: City of Costa Mesa
Contact: Mr. Bobby Fouladi, P.E., Associate Engineer
Address: 77 Fair Drive, Costa Mesa, CA 92626
Phone No.: (714) 754-5222
Email: Bobby.Fouladi@CostaMesaCA.Gov
Services: On-Call Engineering Services
Dates: 2016-present

EXHIBIT C

CONSULTANT'S FEE & COSTS PROPOSAL

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Diaz Yourman & Associates ☐ Prime Consultant ☒ Subconsultant

Project No. RFP No.: 20-111 Contract No. _____ Date October 7, 2020

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Nuclear Gauge	1	Daily	\$ 75.00	\$ 75.00
Truck	1	Daily	\$ 75.00	\$ 75.00
Travel / Mileage		IRS Rate		\$ 0.00
Outside Costs (Maps, Drillers, Laboratory Testing, Traffic Control)	TBD	At Cost		\$ 0.00
				\$ 0.00
				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Christopher M. Diaz, PE, GE Title*: President
Signature : _____ Date of Certification (mm/dd/yyyy): 10/06/2020
Email: chris@diazyourman.com Phone Number: 714-245-2920
Address: 1616 E. 17th Street, Santa Ana, CA 92705

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical engineering services

EXHIBIT 10-H2 COST PROPOSAL ON-CALL CONTRACT

Subconsultant: **Diaz Yourman & Associates**Contract No. **TBD / RFP No. 20-111**Date: **1/24/2023**

NORMAL	Fringe Benefit%	41.84%	+	Overhead%	+	G&A % (includes OH)	134.61%	=	Combined %	176.45%
OVERTIME		41.84%	+		+		34.61%	=		176.45%
				FEE %	=		10.00%			

BILLING INFORMATION

CALCULATION INFORMATION

Name Company Classification Project Classification	Hourly Billing Rate			Effective date of hourly rate		Actual/ average hourly rate	% or \$ Increase	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2 X)	From	To			
Christopher Diaz	306.65	306.65	306.65	1/1/2023	12/31/2023	100.84		
Principal Engineer	315.86	315.86	315.86	1/1/2024	12/31/2024	103.87	3.00%	N/A
Engineering QA/QC	325.35	325.35	325.35	1/1/2025	12/31/2025	106.99	3.00%	N/A
Exempt	335.41	335.41	335.41	1/1/2026	12/31/2026	110.20	3.00%	N/A
S. Niranjanan	287.77	287.77	287.77	1/1/2023	12/31/2023	94.63		N/A
Principal Engineer	296.40	296.40	296.40	1/1/2024	12/31/2024	97.47	3.00%	N/A
Project Manager	305.28	305.28	305.28	1/1/2025	12/31/2025	100.39	3.00%	N/A
Exempt	314.43	314.43	314.43	1/1/2026	12/31/2026	103.40	3.00%	N/A
Jorge Sandoval	199.27	199.27	199.27	1/1/2023	12/31/2023	65.53		N/A
Senior Engineer	205.26	205.26	205.26	1/1/2024	12/31/2024	67.50	3.00%	N/A
Engineering Analyses, Reporting	211.44	211.44	211.44	1/1/2025	12/31/2025	69.53	3.00%	N/A
Exempt	217.79	217.79	217.79	1/1/2026	12/31/2026	71.62	3.00%	N/A
	155.97	155.97	155.97	1/1/2023	12/31/2023	51.29		\$49.95 - \$53.96
Project Engineer II	160.65	160.65	160.65	1/1/2024	12/31/2024	52.83	3.00%	N/A
Engineering Analyses, Reporting	165.46	165.46	165.46	1/1/2025	12/31/2025	54.41	3.00%	N/A
Exempt	170.41	170.41	170.41	1/1/2026	12/31/2026	56.04	3.00%	N/A
	128.08	128.08	128.08	1/1/2023	12/31/2023	42.12		\$40.79 - \$44.68
Project Engineer I	131.92	131.92	131.92	1/1/2024	12/31/2024	43.38	3.00%	N/A
Engineering Analyses, Reporting	135.87	135.87	135.87	1/1/2025	12/31/2025	44.68	3.00%	N/A
Exempt	139.94	139.94	139.94	1/1/2026	12/31/2026	46.02	3.00%	N/A
	111.30	111.30	111.30	1/1/2023	12/31/2023	36.60		\$36.60 - \$36.60
Staff Engineer II *	114.64	114.64	114.64	1/1/2024	12/31/2024	37.70	3.00%	N/A
Data Review, Field Exploration, Engineering Analyses, Reporting, Field Technician *	118.08	118.08	118.08	1/1/2025	12/31/2025	38.83	3.00%	N/A
Exempt	121.61	121.61	121.61	1/1/2026	12/31/2026	39.99	3.00%	N/A
	106.25	106.25	106.25	1/1/2023	12/31/2023	34.94		\$34.94 - \$34.94
Staff Engineer I *	109.44	109.44	109.44	1/1/2024	12/31/2024	35.99	3.00%	N/A
Data Review, Field Exploration, Engineering Analyses, Reporting, Field Technician *	112.73	112.73	112.73	1/1/2025	12/31/2025	37.07	3.00%	N/A
Exempt	116.10	116.10	116.10	1/1/2026	12/31/2026	38.18	3.00%	N/A
	106.25	106.25	106.25	1/1/2023	12/31/2023	34.94		\$34.94 - \$34.94
Geologist I *	109.44	109.44	109.44	1/1/2024	12/31/2024	35.99	3.00%	N/A
Data Review, Field Exploration	112.73	112.73	112.73	1/1/2025	12/31/2025	37.07	3.00%	N/A
Exempt	116.10	116.10	116.10	1/1/2026	12/31/2026	38.18	3.00%	N/A
	106.25	159.38	212.50	1/1/2023	12/31/2023	34.94		\$34.94 - \$34.94
CADD	109.44	164.17	218.89	1/1/2024	12/31/2024	35.99	3.00%	N/A
	112.73	169.09	225.46	1/1/2025	12/31/2025	37.07	3.00%	N/A
Non-Exempt	116.10	174.16	232.21	1/1/2026	12/31/2026	38.18	3.00%	N/A
	136.84	205.26	273.69	1/1/2023	12/31/2023	45.00		\$45.00 - \$45.00
Technical Editor/ Word Processor	140.95	211.42	281.90	1/1/2024	12/31/2024	46.35	3.00%	N/A
	145.17	217.76	290.35	1/1/2025	12/31/2025	47.74	3.00%	N/A
Non-Exempt	149.52	224.29	299.05	1/1/2026	12/31/2026	49.17	3.00%	N/A

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultants firms.
- Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.


Note:

Denote all employees subject to prevailing wage with an asterisk (*)

For "Other Direct Cost" listing, see page 2 of this Exhibit.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 10%
 3. Project Description: On-Call Engineering Services
 4. Project Location: Santa Ana, CA
 5. Consultant's Name: AESCO 6. Prime Certified DBE: ☒ 7. Total Contract Award Amount: 950,000
 8. Total Dollar Amount for **ALL** Subconsultants: 950,000 9. Total Number of **ALL** Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Diaz Yourman & Associates	20160	Mr. Christopher Diaz	950,000
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____			14. TOTAL CLAIMED DBE PARTICIPATION
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			100 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  1-27-2023 15. Preparer's Signature Kay Alabed 17. Preparer's Name President 19. Preparer's Title
23. Local Agency Representative's Signature	24. Date	16. Date	
25. Local Agency Representative's Name	26. Phone	714-975-3830	
27. Local Agency Representative's Title		18. Phone	

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

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