

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
G3 QUALITY, INC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of July, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and G3 QUALITY, INC, a Delaware corporation ("Consultant").

RECITALS

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is

satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed \$ 25,000.00.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such

additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on July 17, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two

additional two year periods upon mutual written agreement of both parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents,

employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the

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

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

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

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

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

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

IF TO CONSULTANT:

G3 Quality, Inc.
13850 Cerritos Corporate Dr., Ste E
Cerritos, CA 90703
Tel: (562) 361-9845
Attn: Jordan Roper

IF TO CITY:

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

Courtesy copy to:

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

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

immediate termination of this Agreement by City.

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation,

Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors,

pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

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

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

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

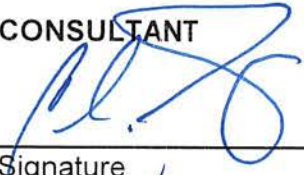
6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

[Signatures appear on following page.]

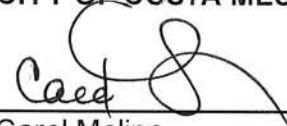
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT


Signature
CHRIS GERBER, PRESIDENT
[Name and Title]

Date: 8/8/2023

CITY OF COSTA MESA


Carol Molina
Purchasing Officer

Date: August 14, 2023

ATTEST:

Brenda Green 8/25/2023
Brenda Green
City Clerk

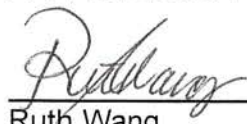


APPROVED AS TO FORM:


Kimberly Hall Barlow
City Attorney

Date: 8/23/23

APPROVED AS TO INSURANCE:


Ruth Wang
Risk Management

Date: 8/14/23

APPROVED AS TO CONTENT:



Bobby Fouladi
Project Manager

Date: 8.10.23

DEPARTMENTAL APPROVAL:

for 

Raja Sethuraman
Public Works Director

Date: 8/15/23

EXHIBIT A
PROPOSAL



June 22, 2023

G3 Proposal Number: 3334

Bobby Fouladi, P.E.
Senior Engineer
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Subject: Proposal to Provide Various On-Call Quality Assurance Services for the Citywide Costa Mesa Projects

Dear Mr. Fouladi:

G3 Quality, Inc. (G3) appreciates the opportunity to provide professional construction materials testing services for the referenced project. G3 is a **California Certified Small Business** with over 24 years of extensive experience successfully implementing quality assurance programs throughout California. Our team of experts are leaders in materials innovation and sustainable design. G3 maintains multiple Caltrans, AMRL, and CCRL certified laboratories in California and maintains fully integrated mobile laboratories. We are signatory to the Operating Engineers Local 12 Union and continually train, support, and employ highly experienced field inspectors and technicians.

We have assembled a strong team consisting of experienced materials and soils engineers and materials testing field and laboratory technicians. Our team will be led by project manager, Hysun Lee, a leader in municipality and agency developments. Hysun has extensive material testing experience for several local agencies within Southern California.

We sincerely appreciate your invitation to propose our services to you on this important project. If you have any questions or would like further information, feel free to contact our senior project manager directly at 562.455.7309 or jroper@g3quality.com.

Best Regards,

G3 Quality, Inc.

A handwritten signature in blue ink, appearing to read 'JR', is written over the printed name and title.

Jordan Roper, PE
Senior Project Manager

Enclosed:

Project Understanding and Scope of Services

Attachment A: Standard Terms and Conditions

Attachment B: Additional Services Schedule of Fees

SBE Certified Number: 1753245 | DIR Registration Number: 1000005181

PROJECT UNDERSTANDING AND SCOPE OF SERVICES

Based on understanding, G3 is proposing to provide various as-needed quality assurance inspection, sampling and material testing in accordance with the project specifications for citywide Costa Mesa Projects.

QUALITY ASSURANCE MATERIAL TESTING SERVICES FEE

All services including technical consulting and laboratory testing will be billed in accordance with the approved schedule of fees. This will be billed as "time and expense" for all work.

SCOPE OF SERVICES LIMITATIONS

G3's Standard Terms and Conditions (Attachment A) are incorporated into and are an integral part of the professional services agreement. Onsite field staff provided to the City of Costa Mesa will be Local 12 Union inspectors/technicians.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS



STANDARD TERMS AND CONDITIONS

Working Conditions: Contractor to provide site access to inspection/testing locations.

Scheduling: Dispatch for services to be made minimum 24 hours in advance.

Completion: G3 Quality shall continue performance of the Scope of Work until completion or other termination pursuant to the terms of this Agreement.

Cancellation: Client may cancel or reschedule work anticipated to be performed the following day without charge by giving notice thereof before 4:00 p.m. of the preceding day for local inspections within 75 miles radius of the closest G3 Quality facility.

Insurance: G3 Quality agrees to procure and maintain at its sole expense worker's compensation insurance as required by law, automobile liability insurance, commercial general liability insurance and professional liability insurance for claims arising from the performance of this Agreement to the extent caused solely by the negligent acts, errors and omissions for which G3 Quality is legally liable. Upon request, Client shall be named as an additional insured on commercial general liability and automobile liability insurance for the parties set forth on Page 1 of this Agreement for claims covered by G3 Quality's insurance, subject to the limitation of liability set forth in these Terms and Conditions.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal-to-Portal Basis)

2-Hour Minimum:	Inspector arrives at jobsite, no work to perform
4-Hour Minimum:	1 to 4 hours of inspection
8-Hour Minimum:	Over 4 hours of inspection

Regular Time: The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection): Any portion past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and One – Half will be billed at a base fully loaded hourly rate multiplied by 1.5.

Double Time (All Types of Inspection): After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Double Time will be billed at a fully loaded base rate multiplied by 2.0.

Shift Differential: For additional requested services within the Local 12 jurisdiction, a \$1.00 per hour shift differential premium will be charged for all inspection hours outside Regular Time of 5:00 a.m. to 5:00 p.m. For additional requested services within the Local 3 jurisdiction, a \$6.00 per hour shift differential premium will be charged for all inspection hours outside Regular Time of 4:00 a.m. to 2:00 p.m. Client agrees to provide 48-hour notice to G3 Quality prior to requiring a shift that will include hours falling outside this time period. Failure to provide such notice will result in that entire shift being billed at the Overtime Rate.

Meal Period: When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Reimbursable Expenses: Parking, air fare, car rental, food, and lodging, etc. will be charged at cost plus 15% per processed invoice unless provided by client.

Subsistence: Subsistence on remote Projects will be charged per quotation.

Saturday Sample Pickups: Strict conformance with testing standards may require G3 Quality to perform certain work on Saturday. For example, concrete specimens cast on Friday must be picked up on Saturday in order to conform with ASTM C31, which requires specimens to be moved to their final curing location within 48 hours of casting. In the event of Saturday work, the rates and charges applicable to such work as set forth in Attachment "C" shall apply. G3 Quality shall not be responsible for negative test results, implications or outcomes in the event Client fails to approve and pay such charges.

Additional Requested Laboratory Testing Hours and Rush Testing: Laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 times regular test rate will be charged for rush testing.

Charges for Subcontracted Services: Subcontract services will be billed at cost plus 20%.

Fees, Billing and Payment. Charges for all services will be invoiced by G3 Quality and must be paid by Client in accordance with the Schedule of Values set forth in Attachment "A". Payment is due upon receipt of invoice and Client agrees that payment shall be made within thirty (30) days of receipt of invoice. If this Agreement or any part thereof is cancelled by Client after receipt of an oral report of findings, Client agrees that eighty (80) percent of the total fee shall be due and owing. Sums not paid within thirty (30) days shall be subject to a late payment charge equal to the greater of one and one half (1 1/2) percent per month or the maximum amount allowed by law. If Client disputes a portion of the fee owed, Client shall pay all remaining amounts due and owing pending resolution of the dispute. G3 Quality may suspend performance of or terminate this Agreement or any part of the Scope of Work upon reasonable notice for non-payment. The prevailing party in any action in connection with the enforcement of this Paragraph shall be entitled to recover its attorneys' fees. Jurisdiction and venue of all such actions and any other actions arising from this Agreement shall be in Los Angeles County, State of California.

Escalation Clause: The prices quoted herein for G3 Quality's services are binding until the 30th day of June of the year following which this Agreement is entered into. On July 1 of each year, the cost for the Scope of Work shall be increased by 3.5%. The charges for laboratory tests will be adjusted to cover escalations in G3 Quality's direct labor, general administrative and overhead expenses, on as-needed basis. Such adjusted charges shall become the agreed-upon basis for the continuation of work by G3 Quality.

Anticipated Costs: Client recognizes and agrees that any pricing indicated in this Schedule of Fees as anticipated costs, budget estimates, or the like are NOT guaranteed costs or maximums, lump sums or not-to-exceed totals. Client will be invoiced for all work performed.

Standard of Performance: The standard of care for the Scope of Work and all professional engineering, consulting and related services performed or furnished by G3 Quality under this Agreement shall be the care and skill ordinarily used by members of G3 Quality's profession practicing under the same or similar circumstances and in the same locality and at the same time the Scope of Work is performed. G3 QUALITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE IN CONJUNCTION WITH ITS SCOPE OF WORK OR OTHER PROFESSIONAL SERVICES.

Indemnification: Client shall indemnify, defend, and hold harmless G3 Quality from and against all claims, suits, damages, losses, expenses, costs, fees, obligations, liabilities, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that G3 Quality shall incur or suffer which arise or result from or relate to the breach of or failure by Client to perform this Agreement, or any representation, warranty, covenant, duty or promise given or made by Client.

Limitation of Liability: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SCOPE OF WORK AND THIS AGREEMENT TO BOTH CLIENT AND G3 QUALITY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF G3 QUALITY AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND SUBCONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY OR THROUGH CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEYS' FEES AND EXPERT COSTS, OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE SCOPE OF WORK OR THE AGREEMENT, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY G3 QUALITY UNDER THIS AGREEMENT, OR THE TOTAL AMOUNT OF \$10,000, WHICHEVER IS GREATER. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL DAMAGE, LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. HOWEVER, IN NO EVENT SHALL G3 QUALITY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. G3 QUALITY SHALL HAVE NO DUTY, RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THE SCOPE OF WORK OR THIS AGREEMENT UNTIL PAID IN FULL.

Reliance. Client understands and agrees that the Scope of Work governed by this Agreement is for Client's sole use and benefit and agrees not to authorize any third party to rely on the Scope of Work or any other work product of G3 Quality without the prior written consent of G3 Quality. G3 Quality acknowledges that Client may wish to allow others to rely on the work product of G3 Quality and agrees to extend reliance to others conditioned upon the execution of an appropriate agreement and collection of additional fees. Client acknowledges that the terms and conditions offered to others in connection with such reliance may differ from those set forth herein. Except as expressly provided for in a writing executed by G3 Quality, there shall be no third-party beneficiaries of this Agreement.

Employment Conditions: In consideration of this Agreement and other valuable consideration, the adequacy and receipt of which is acknowledged, Client agrees that during the term of this Agreement and for one year following the completion of the Scope of Work or other termination hereof, Client will not directly or indirectly, solicit, induce, or attempt to solicit or induce any employee, vendor, or independent contractor of, or consultant to, G3 Quality (an "Affiliate") to leave their employment or assignment with G3 Quality. Should any Affiliate of G3 Quality become an employee, temporary employee, vendor, independent contractor, or consultant of client or clients' subsidiaries, a placement fee equal to 40% of the full effective annual compensation package such Affiliate will be assessed and payable by Client to G3 Quality.

Termination. This Agreement may be terminated by G3 Quality immediately as set forth in Exhibit "B" (Fees, Billing and Payment") and if Client breaches a material provision of this Agreement upon reasonable notice to Client. Client may terminate this Agreement for cause if G3 Quality breaches a material provision of this Agreement and such breach remains uncured for a period of seventy-two (72) hours after receipt of written notice by G3 Quality. If this Agreement is terminated by Client other than for cause, Client shall be liable for and pay to G3 Quality all sums due for services provided to the date of termination, G3 Quality's lost profit for the Scope of Work and the reasonable cost of demobilizing the project in addition to any damages or remedies to which G3 Quality may be entitled under law or in equity.

Ownership of Work Product. Client acknowledges that all original papers, documents, maps, surveys, and any other work product of G3 Quality, and any of its employees, subcontractors or agents, produced pursuant to this Agreement shall remain the property of G3 Quality. G3 Quality shall have the unrestricted right to use any such work product for any purpose whatsoever without the consent of Client. Client further acknowledges that Client's right to utilize the services and work product created pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms of this Agreement and Client has performed all

obligations under this Agreement. Client further agrees that the work product produced of G3 Quality shall not be reproduced or altered in any way nor used on any other project or for any purpose other than as specifically authorized by G3 Quality.

Binding and Superseding Effect: The provisions of this Agreement, including these Terms and Conditions, shall prevail over any additional, differing, conflicting or inconsistent terms and conditions which may appear in Client's, contract, agreement, purchase order, approval, acceptance, or the like. Any such terms and conditions are not part of the Agreement between G3 Quality and Client and are not binding upon G3 Quality. This Agreement may not be modified, altered, varied, or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of G3 Quality.

Accepted by and Between:

CLIENT NAME

G3 Quality, Inc.

Client

Consultant

Signature

Signature

Print Name/Title

Print Name/Title

Date

Date

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ATTACHMENT B: ADDITIONAL SERVICES SCHEDULE OF FEES 2023



STANDARD SCHEDULE OF FEES – LOCAL 12

Professional Staff Rates	
Per Hour Unless Otherwise Noted	
Engineering and Consulting	
Classification	Rate
Principal / Project Director	\$227.00
Registered Engineer	\$216.00
Quality Program Manager	\$214.00
Project Technical Advisor	\$211.00
Project Manager	\$198.00
Staff Engineer	\$174.00
Laboratory Manager	\$121.00
Laboratory Technician	\$102.00
Administrative	\$57.00
Field Inspection and Technician Services	
Classification	Rate
Quality Control Manager	\$166.00
Public Works Inspector	\$136.00
ICC Soils Inspector/Grading Inspector/LA Deputy	\$140.00
ICC Structural Concrete/Masonry Inspector	\$140.00
Roadway Inspector	\$140.00
Structures Inspector	\$136.00
HMA / Concrete Batch Plant Inspector	\$136.00
Source Materials Fabrication Inspector	\$140.00
Quality Assurance / Quality Control Technician	\$136.00
AWS Certified Welding Inspector	\$140.00
NDE Inspection (ASNT, NDT, UT/MT/PT)	\$163.00
Coating Inspection (NACE II)	\$160.00
Office Administrative Fees	
Classification	Rate
Monthly Certified Payroll Report	\$150
Final Geotechnical or Design Report Replicate Copy	\$275
Overnight Mail (cost plus 15%)	15%

Equipment Usage

Per **Day** Unless Otherwise Noted

Equipment/Vehicle

Classification	Rate
Air Meter	\$39.00
Drilling/Sampling Equipment	By quote
Nuclear Gauge (per hour)	\$9.00
Concrete/Asphalt Coring Equipment	\$583.00
Ground penetrating radar	\$299.00
Magnetic Imaging Technology Scanner (MIT dowel bar Scanner) (per hour)	\$210.00
Pavement Inertial Profiling truck (per hour)	\$236.00
Field Truck	\$116.00
Caltrans Rapid Strength Concrete Testing Mobile Laboratory	\$473.00
Onsite Project Mobile Laboratory	By quote
Travel and Miscellaneous	
Remote Project Subsistence	By quote
Travel Time (billed Portal to Portal at hourly billing rate of the individual)	By quote
Overtime and Saturday Rate	1.5x Hourly Rate
Double-time, Sunday and Holiday Rate	2.0x Hourly Rate
Less than 12 Hour Notice Scheduling Surcharge	Standard Rate plus 50%

Laboratory Sample Handling

Per Hour Unless Otherwise Noted

Sample Pick-Up

Classification	Rate
Sample Pick-Up Trip (within 100 miles of closest G3 Laboratory Flat Rate)	\$190.00
Saturday or Sunday Sample Pick-Up Trip (within 100 miles of closest G3 Laboratory Flat Rate)	\$310.00
Rush Charges for Laboratory Services	
Note: Available for Certain Tests at the Following Premiums Above List Price	
Classification	Rate
Same Day Service (dependent on availability)	100%
1 Day Turnaround	80%
2 Day Turnaround	60%
3 Day Turnaround	40%
4 Day Turnaround	25%

Laboratory Testing Services

Concrete Tests (Field Made Specimens)

Test	Test Method	Invoice Code	Rate
Coefficient of Thermal Expansion	AASHTO T-336	5000	\$735.00
Core Compression (including trimming)	ASTM C42/C39	5001	\$100.00
Cylinder: Compression Strength - 6" x 12" or 4" x 8"	ASTM C39, CTM 521, AASHTO T22	5002	\$45.00
Cylinder: Tested out of Sequence - 6" x 12" or 4" x 8"	ASTM C39, CTM 521, AASHTO T22	5003	\$51.00
Density, Absorption, and Voids in Hardened Concrete	ASTM C642	5004	\$407.00
Flexural Beams Not Exceeding Ref. Size of 6"x6"x18"	ASTM C78, CTM 523, AASHTO T97, ASTM C1609	5005	\$87.00
Modulus of Elasticity Test	ASTM C469	5006	\$237.00
Splitting Tensile Strength: Cylinders	ASTM C496	5007	\$116.00
Measuring Thickness of Concrete Elements Using Drilled Cores (Per Core)	ASTM C174 / CTM 531	5011	\$52.00
Unit Weight Including Lightweight Concrete	ASTM C567	5008	\$84.00
Drying Shrinkage (28 Days), 5 Readings up to 28 Dry Days	AASHTO T160 / ASTM C157 Modified	5009	\$636.00
<ul style="list-style-type: none"> Additional Reading, Per Set of Three Bars 	AASHTO T160 / ASTM C157 Modified	5009.1	\$63.00
<ul style="list-style-type: none"> Storage over Ninety (90) Days, Per Set of Three Bars, Per Month 	AASHTO T160 / ASTM C157 Modified	5009.2	\$37.00

Concrete Specimen Preparation

Test	Test Method	Invoice Code	Rate
Coring of Test Panels in Lab (Each)		5100	\$67.00
Diamond Sawing of Cores or Cylinders (Each)		5101	\$45.00

Concrete Mix Design and Laboratory Trial Batch

Test	Test Method	Invoice Code	Rate
Concrete Laboratory Trial Batch	ASTM C192	5200	By Quote
Concrete Laboratory Mix Study	ASTM C192	5201	By Quote
Lab Drying Shrinkage (28 days Wet/28 Day Dry), 5 Readings	ASTM C157	5202	\$656.00
Lab Drying Shrinkage (Up to 28 days), 5 Readings	AASHTO T160 / ASTM C157 Modified	5203	\$607.00
<ul style="list-style-type: none"> Additional Reading, Per Set of Three Bars 	AASHTO T160 / ASTM C157 Modified	5203.1	\$63.00
<ul style="list-style-type: none"> Storage over Ninety (90) Days, Per Set of Three Bars, Per Month 	AASHTO T160 / ASTM C157 Modified	5203.2	\$37.00
Time of Set (Up to 8 hours)	ASTM C403	5204	\$200.00
Laboratory Concrete Mix Study	ASTM C192	5205	By Quote

Masonry, Prisms, Mortar, and Grout

Test	Test Method	Invoice Code	Rate
Absorption of Masonry Block (set of 3)	ASTM C140	5300	\$121.00
Compressive Strength of Composite Prism, 8"x8"x16"	ASTM C1314	5301	\$165.00
Compressive Strength of Composite Prism, 8"x12"x16"	ASTM C1314	5302	\$259.00
Compression Strength of Masonry Block (set of 3)	ASTM C140	5303	\$266.00
Compressive Strength of Masonry Cores, 6"	ASTM C39	5304	\$87.00
Grout Compressive Strength, 2"x2"x2" Cube	ASTM C109	5305	\$55.00

Laboratory Testing Services

Grout Compressive Strength, 3"x3"x6" Prism	UBC STD 21-18, ASTM C1019	5306	\$72.00
Linear Shrinkage of Masonry Block (set of 3)	ASTM C426	5307	\$318.00
Mortar Compressive Strength 2"x4", 3"x6" Cylinder	UBC STD 21-16, ASTM C780	5309	\$121.00
Mortar Compressive Strength 2"x2"x2" Cube	UBC STD 21-16, ASTM C780	5310	\$55.00
Shear Test of Masonry Cores, 6"	DSA	5311	\$121.00
Unit Weight of Masonry Block (set of 3)	ASTM C140	5313	\$121.00
Web and Face Shell Measurements	ASTM C140	5314	\$75.00

Soils and Aggregate Tests

Test	Test Method	Invoice Code	Rate
Abrasion: Los Angeles Rattler	ASTM C131, CTM 211, AASHTO T96	2000	\$332.00
Abrasion: Los Angeles Rattler, Large-Size Coarse Agg.	ASTM C535, CT 211	2001	\$367.00
Atterberg Limits/Plasticity Index	ASTM D4318, CTM 204, AASHTO T90	2002	\$298.00
California Bearing Ratio Excluding Maximum Density (Multi-Point)	ASTM D1883, AASHTO T193	2003	\$522.00
California Bearing Ratio Excluding Maximum Density (One Point)	ASTM D1883, AASHTO T193	2003.1	\$250.00
California Bearing Ratio Excluding Maximum Density (Cement or Lime Treated)	ASTM D1883, AASHTO T193	2003.2	\$650.00
Chloride and Sulfate Content	CTM 417, CTM 422	2004	\$193.00
Clay Lumps and Friable Particles	ASTM C142	2005	\$286.00
Cleaness Value: 1"x #4	CTM 227	2006	\$261.00
Cleaness Value: 2.5" x 1.5" or 1.5" x .75"	CTM 227	2007	\$523.00
Corrosivity Series: Sulfate, Cl, pH, Resistivity	CTM 643, 417, 422	2008	\$382.00
Crushed/Fractured Particles	ASTM D5821, CTM 205, T335	2009	\$254.00
Durability Index: Per Method – A, B, C, or D	ASTM D3744, CTM 229, AASHTO T210	2010	\$321.00
Expansion Index	ASTM D4829	2011	\$239.00
Flat Particle and Elongated Particle	ASTM D4791, CTM 235	2012	\$260.00
Flat or Elongated Particle	ASTM D4791, CTM 235	2013	\$267.00
Full Depth Reclamation (FDR) Mix Design	Project Specified	2014	By quote
Material Finer than #200 Sieve by Washing	ASTM D1140, CTM 202, AASHTO T11	2015	\$122.00
Moisture and Density: Ring Sample	ASTM D2937	2016	\$63.00
Moisture and Density: Shelby Tube Sample	ASTM D2937	2017	\$90.00
Organic Impurities	ASTM C40, CTM 213, AASHTO T21	2018	\$128.00
Permeability of Granular Soil	ASTM D2434, CTM 220, AASHTO T215	2019	By quote
R-Value: Soil	ASTM D2844, CTM 301, AASHTO T190	2020	\$353.00
R-Value: Aggregate Base	ASTM D2844, CTM 301, AASHTO T190	2021	\$491.00
Relative Compaction of Soils (California Method)	CTM 216	2022	\$267.00
Sand Equivalent	ASTM D2419, CTM 217, AASHTO T176	2023	\$168.00
Sieve w/ Hydrometer: 3/4" Gravel to Clay	ASTM D422, CTM 203, AASHTO T88	2024	\$300.00
Sieve w/ Hydrometer: Sand to Clay	ASTM D422, CTM 203, AASHTO T88	2025	\$300.00
Sieve Analysis with Wash	ASTM C136, CTM 202, AASHTO T27	2026	\$168.00
Sieve Analysis w/out Wash	ASTM C136, CTM 202, AASHTO T27	2027	\$142.00
Split Sieve Analysis (coarse/fine aggregates)	ASTM C136, CTM 202, AASHTO T27	2028	\$248.00
Sieve Analysis w/o Wash: W/ Cobbles	ASTM C136, CTM 202, AASHTO T27	2029	\$273.00
Soil Cement Treated Mix Design	Project Specified	2030	By quote
Soil Max. Density & Optimum Moisture: Standard Effort	ASTM D698, AASHTO T99	2031	\$284.00

Laboratory Testing Services

Soil Max. Density & Optimum Moisture: With Rock Correction	ASTM D698, D1557, D4718, AASHTO T99, T180	2032	\$374.00
Soil Max. Density & Optimum Moisture Density: Check Point	ASTM D698, D1557, AASHTO T99, T180	2033	\$122.00
Max. Density & Optimum Moisture: Modified Effort	D1557, AASHTO T99, T180	2034	\$304.00
Soils and Aggregates: Moisture Content	ASTM D566, CTM 226, AASHTO T255	2035	\$40.00
Soundness: Sodium or Magnesium Sulfate, 5 Cycles, Per Sieve Size	ASTM C88, CTM 214, AASHTO T104	2036	\$174.00
Specific Gravity and Absorption: Coarse Aggregate	ASTM C127, CTM 206, AASHTO T85	2037	\$141.00
Specific Gravity and Absorption: Fine Aggregate	ASTM C128, CTM 207, AASHTO T84	2038	\$220.00
Specific Gravity of Soils	ASTM D854, CTM 209, AASHTO T100	2039	\$138.00
Standard Specification for Concrete Aggregates (C33)	ASTM C33	2040	By quote
Uncompacted Void Content - Fine Aggregate	ASTM C1252, CTM 234, AASHTO T304	2041	\$201.00
Unconfined Compression of Soils	ASTM D2166, CTM 221, AASHTO T208	2042	\$298.00
Unit Weight of Aggregates	ASTM C29, CTM 212, AASHTO T19	2043	\$130.00
Voids in Aggregate	ASTM C29, CTM 212, AASHTO T19	2044	\$130.00
Lightweight Particles	ASTM C123, AASHTO T113	2045	\$110.00

Hot Mix Asphalt (HMA), Warm Mix Asphalt (WMA), Tests

Test	Test Method	Invoice Code	Rate
SSD: Bulk Specific Gravity of Compacted HMA Sample or Core	ASTM D2726, CTM 308C, AASHTO T166	3000	\$67.00
Coated: Bulk Specific Gravity Compacted HMA Sample or Core	ASTM D1188, CTM 308A, AASHTO T275	3001	\$97.00
Draindown Characteristics in Uncompacted HMA	ASTM D6390, AASHTO T305	3002	\$200.00
Lab Mixed-Effect of Moisture on HMA	ASTM D4867, AASHTO T283	3003	\$1,568.00
Lab Mixed-Effect of Moisture on HMA, 1 Freeze Thaw	ASTM D4867, AASHTO T283	3004	\$1,914.00
Plant Mixed-Effect of Moisture on HMA Mix	ASTM D4867, AASHTO T283	3005	\$1,134.00
Plant Mixed-Effect of Moisture on HMA, 1 Freeze Thaw	ASTM D4867, AASHTO T283	3006	\$1,568.00
Extraction: % Bitumen by Ignition	ASTM D6307, CTM 382, AASHTO T308	3007	\$257.00
Extraction: % Bitumen by Ignition & Gradation	ASTM D6307/D5444, CTM 382/202, AASHTO T308/T27	3008	\$355.00
Gyratory Compacted Bulk Sp. Gr. (set of 3)	ASTM D6925, AASHTO T312	3009	\$350.00
Plant Mixed - Hamburg Wheel Track Test	AASHTO T234	3010	\$1,439.00
Lab Mixed - Hamburg Wheel Track Test	AASHTO T234	3011	\$2,440.00
HMA Ignition Oven Correction Factor	ASTM D6307, CTM 382, AASHTO T309	3012	\$919.00
HMA Moisture Content	CTM 370, AASHTO T329	3013	\$74.00
Hveem Mix Design	Project Specified	3014	By quote
Hveem Compacted Bulk Sp, Gr. (set of 3): Paraffin	ASTM D1188, CTM 308A, AASHTO T275	3015	\$248.00
Hveem Stabilometer Test - Lab Mixed (set of 3)	ASTM D1560/1561, CT 304/366, AASHTO T246/247	3016	\$425.00
Hveem Stabilometer Test - Plant Mixed (set of 3)	ASTM D1560/1561, CT 304/366, AASHTO T246/247	3017	\$260.00
Lab Mixed - Indirect Tensile Strength of HMA (IDT)	ASTM D6931	3018	\$414.00
Plant Mixed - Indirect Tensile Strength of HMA (IDT)	ASTM D6931	3019	\$280.00
Lab Mixed - High Temperature Indirect Tensile Strength of HMA (IDT-HT)	ASTM D6931	3038	\$414.00

Laboratory Testing Services

Plant Mixed - High Temperature Indirect Tensile Strength of HMA (IDT-HT)	ASTM D6931	3039	\$280.00
4" Marshall Compacted Bulk. Sp. Gr. (set of 3)	ASTM D2726, CTM 308C, AASHTO T166	3020	\$278.00
6" Marshall Compacted Bulk Sp. Gr. (set of 3)	ASTM D2726, CTM 308C, AASHTO T166	3021	\$287.00
Marshall Mix Design	Project Specified	3022	By quote
Max. Theoretical Specific Gravity [RICE]	ASTM D2041, CTM 309, AASHTO T209	3023	\$191.00
Open Grade Mix Design	Project Specified	3024	By quote
Quantitative Extraction: % Bit. & Sieve Analysis	ASTM D2172, AASHTO T164	3025	\$375.00
RAP Quality Testing - Total of 3 Samples	CTM 384, MS-2	3026	\$2,927.00
Lab Mixed - Resistance of Compacted HMA to Moisture Damage	CTM 371	3027	\$2,290.00
Resistance to Plastic Flow - 4" Marshall of Cored Sample	ASTM D6926/6927, AASHTO R68/T245	3028	\$184.00
Resistance to Plastic Flow - 4" Marshall Test, Plant Mix	ASTM D6926/6927, AASHTO R68/T245	3029	\$280.00
Resistance to Plastic Flow - 4" Marshall Test Lab Mixed	ASTM D6926/6927, AASHTO R68/T245	3030	\$414.00
Resistance to Plastic Flow - 6" Marshall Test Lab Mixed	ASTM D5581	3031	\$541.00
Resistance to Plastic Flow - 6" Marshall Test, Premixed	ASTM D5581	3032	\$432.00
Superpave Mix Design	Project Specified	3033	By quote
Rutting Susceptibility of HMA using the APA Lab Mixed	AASHTO T340	3034	\$2,291.00
Rutting Susceptibility of HMA using the APA - Plant Mixed	AASHTO T340	3035	\$1,913.00
Lab Mixed - Rapid Shear Rutting Test (IDEAL-RT) - Set of 3	ASTM WK71466	3040	\$1,800.00
Plant Mixed - Rapid Shear Rutting Test (IDEAL-RT) - Set of 3	ASTM WK71466	3041	\$1,620.00
Lab Mixed - Indirect Tensile Cracking Test (IDEAL -CT) - Set of 3	ASTM 8225	3036	\$1,800.00
Plant Mixed - Indirect Tensile Cracking Test (IDEAL -CT) - Set of 3	ASTM 8225	3037	\$1,620.00

Emulsion Tests

Test	Test Method	Invoice Code	Rate
Emulsion Residue, Evaporation	ASTM D244	3100	\$151.00
Emulsion Sieve Test	ASTM D244	3101	\$146.00
Furol Viscosity @ 77°F	ASTM D7496	3102	\$153.00
Furol Viscosity @ 122°F	ASTM D7496	3103	\$161.00
Penetration	ASTM D5	3104	\$140.00
Residue by Evaporation	ASTM D6934	3105	\$146.00
Sieve Test	ASTM D6933	3106	\$114.00
Storage Stability, 1 Day	ASTM D6930	3107	\$180.00
Storage Stability, 5 Day	ASTM D6930	3108	\$207.00
Wet Track Abrasion	ASTM D3910	3109	\$193.00

Laboratory Testing Services

Binder Tests

Test	Test Method	Invoice Code	Rate
Cone Penetration	ASTM D217	3200	\$128.00
Haake Viscosity	LP-11	3201	\$166.00
Resilience @ 77°F	ASTM D5329	3202	\$128.00
Rubber Binder Profile	Project Specified	3203	\$4,332.00
Softening Point	ASTM D36	3204	\$140.00
PG Binder Specification Compliance	AASHTO M320	3205	\$908.00
PG Grade Determination	AASHTO R29 / AASHTO M332	3206	\$1,155.00

--END OF SCHEDULE OF FEES--

EXHIBIT B

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

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COUNCIL POLICY

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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