

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date:                      8/1/2005	Department ID Number:              PW 05-052

**CITY OF HUNTINGTON BEACH  
REQUEST FOR CITY COUNCIL ACTION**

**SUBMITTED TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**SUBMITTED BY:** *Penelope Culbreth Graft*  
PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR

*Paul Emery* **PREPARED BY:** PAUL EMERY, ACTING DIRECTOR OF PUBLIC WORKS

**SUBJECT:** Award Contract for Professional Testing and Inspection Services

HUNTINGTON BEACH  
 CITY CLERK  
 2005 JUL 19 2 22 PM

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

**Statement of Issue:** The Public Works Department requires independent testing and inspection services for a variety of projects. Services include geotechnical testing, material testing, welding, and concrete inspection. A contract with Kleinfelder, Inc. to perform these functions on an on-call basis is proposed.

**Funding Source:** Funds are available within budgeted capital improvement projects. Additional Council authorization will be requested for unbudgeted projects, as necessary.

**Recommended Action:** Motion to:

Approve and authorize the Mayor and City Clerk to execute the Professional Services Contract Between the City of Huntington Beach and Kleinfelder, Inc for Inspection and Testing Professional Services for an amount not to exceed \$1 million.

**Alternative Action(s):** Do not authorize the contract. This action could delay capital project completions.

*(continued on next page)*

# REQUEST FOR ACTION

MEETING DATE: 8/1/2005

DEPARTMENT ID NUMBER:PW 05-052

**Analysis:** The Public Works Department enters into contracts with several different firms to provide on-call geotechnical testing, materials testing and other inspection services. The services are necessary when the contract requires independent or specialty services. Occasionally, inspection services will be requested if Public Works staff is not available. It is critical to project schedules that these services be readily available. The on-call agreement provides maximum flexibility when testing and inspection services are required on short notice.

The agreements are established for a not-to-exceed dollar amount over a five-year term. Proposals were requested and submitted in compliance with Chapter 3.03 of the Huntington Beach Municipal Code. Funding sources will be primarily capital project accounts, using the approved project budget. Testing and inspection services are examples of supplemental expenses that are budgeted in each project.

**Public Works Commission Action:** Not required.

**Environmental Status:** Not applicable.

**Attachment(s):**

City Clerk's Page Number	No.	Description
3	1.	Professional Services Contract with Kleinfelder, Inc.

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**ATTACHMENT #1**

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND

KLEINFELDER, INC

FOR

INSPECTION AND TESTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and KLEINFELDER, INC, a CORPORATION hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to PERFORM INSPECTION AND TESTING; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates JOHN LOHMAN who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

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2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence as soon as practicable after the execution of this Agreement by CITY (the "Commencement Date"). This Agreement shall expire on June 21, 2010, unless sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than June 21, 2010 from the Commencement Date of this Agreement. These times may be extended with the written permission of CITY. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One million Dollars (\$ 1,000,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

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compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY.

CONSULTANT will conduct all defense at its sole cost and expense and CITY shall

Handwritten signature consisting of a stylized 'E' followed by a horizontal line and the number '8.6'.

approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

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10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. shall state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY.

CONSULTANT shall secure at its own cost and expense, and be responsible for any and

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all payment of all taxes, 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, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

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15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: David Verone  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

Kleinfelder, Inc  
1370 Valley Vista Dr.  
Suite 150  
Diamond Bar, CA  
91765-3910

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

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18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement

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which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the *United States Code* regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof,

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each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supercede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized offices the day, month and year first above written.

CONSULTANT,

KLEINFELDER, INC.  
a California Corporation

By: [Signature]  
JOHN S. LOHMAN  
print name

ITS: (circle one) Chairman/President/Vice President

AND

By: [Signature]  
MICHAEL R. KESTER  
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer ~~Asst. Secretary - Treasurer~~ ~~Vice President/President~~

CITY OF HUNTINGTON BEACH,  
a municipal corporation of the State of California

\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

[Signature] 7/5/05  
City Attorney

REVIEWED AND APPROVED:

[Signature]  
City Administrator

INITIATED AND APPROVED

[Signature]  
Director of Public Works

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PROFESSIONAL SERVICES CONTRACT BETWEEN  
 THE CITY OF HUNTINGTON BEACH AND  
KLEINFELDER, INC.  
 FOR  
INSPECTION AND TESTING SERVICES

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# INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

RECEIVED

JUN 21 2005

City of Huntington Beach  
City Attorney's Office

- Requested by: David Verone
- Date: June 16, 2005
- Name of contractor/permittee: Kleinfelder, Inc.
- Description of work to be performed: Geotechnical Testing and Inspection
- Value and length of contract: At will services for a 5 Year / maximum 1 Million Dollars
- Waiver/modification request: 1) Accept Self Insured for Professional Liability Insurance with the SIR of 2,500,000.00 .  
2) Modify the hold harmless Clause to include "to the extent" before the words "arising out of" in the first sentence.
- Reason for request and why it should be granted: They meet the qualifications for the specialized work to be performed
- Identify the risks to the City in approving this waiver/modification: Risks include the SIR

 \_\_\_\_\_ 6/16/05  
 Department Head Signature Date:

APPROVALS	
Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.	
1. Risk Management	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<u>C. J. Jones</u> <u>6-16-05</u> Signature Date
2. City Attorney's Office	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<u>Jennifer McRath</u> <u>7/5/05</u> Signature Date <i>based on financial work attached hereto.</i>
3. City Administrator's Office	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____ Signature Date
If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Administrative Services.	

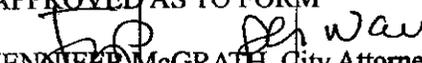
E-8.16

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 04/01/2006 05/16/2005
<b>PRODUCER</b> Lockton Insurance Brokers, Inc. 4275 Executive Square, Suite 600 License #0714705 La Jolla CA 92037 (858) 587-3100	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURERS AFFORDING COVERAGE</b>		
<b>INSURED</b> 1056887 Kleinfelder, Inc. 5015 Shoreham Place San Diego CA 92122	INSURER A: National Union Fire Ins. Co. (AIG) INSURER B: American Home Assurance (AIG) INSURER C: Zurich American Insurance Company INSURER D: INSURER E:	

**COVERAGES KLEGR01 CC**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	GL7061018 PER PROJECT AGGREGATE BEST RATING A++XV	03/31/2005	04/01/2006	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 250,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU Included				PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> Cross Liab. Applies				GENERAL AGGREGATE \$ 2,000,000
	GENT. AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	<b>AUTOMOBILE LIABILITY</b>	8262012 (AOS) 8262013 (TX) BEST RATING A++XV	03/31/2005	04/01/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> HIRED AUTOS				
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX
					AGG \$ XXXXXXXX
	<b>EXCESS LIABILITY</b>	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	RETENTION \$				\$ XXXXXXXX
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC 1177860(CA)	04/01/2005	04/01/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		WC 1177856 (AOS)	04/01/2005	04/01/2006	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C C	<b>OTHER PROFESSIONAL LIABILITY</b>	EOC 379527001 BEST RATING AXV	04/01/2005	04/01/2006	\$1,000,000 EACH CLAIM AND \$1,000,000 ANNUAL AGGREGATE FOR ALL PROJECTS

APPROVED AS TO FORM  
  
 JENNIFER McGRATH, City Attorney

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 (\*Except 10 days notice of cancellation for non payment of premium.) Project: Inspection & Testing. The City, its Agents, Officers & Employees are named as Additional Insured for General Liability as respects Insured's work performed on behalf of Certificate Holder. Professional Liability SIR is \$2,500,000.

- SITE ID: DIAMON

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
2295169 City of Huntington Beach Attn: David Verone 2000 Main Street, PO Box 190 Huntington Beach CA 92648		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

E-8.17

POLICY NUMBER: GL 7061018

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b> City of Huntington Beach, it agents, officers, and employees.</p>
<p><b>Location And Description of Completed Operations:</b></p>
<p><b>Additional Premium:</b></p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

E-8.18

POLICY NUMBER: GL 7061018

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b></p> <p><b>City of Huntington Beach, its agents, officers, and employees.</b></p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

E-8.19



**LOCKTON**

Insurance and Risk Management Specialists

**FAX TRANSMITTAL**

**Date:** Thursday, Jun 16, 2005 10:38AM **Total Pages Sent:** 4

**Company:** \_\_\_\_\_

**Attention:** Dave Vevone

NOTICE OF CONFIDENTIALITY: The documents accompanying this telephone transmission facsimile are confidential, legally privileged and the exclusive property of the sender. The transmitted information is intended exclusively for the use of the individual or entity to whom the documents should be delivered. If you are not the intended recipient, you are hereby notified that any disclosure, copying distribution or action taken in reliance on the contents of this telephone transmission is strictly prohibited. If you have received this telephone transmission in error, please notify the sender immediately by telephone or arrange for the return of the transmitted documents.

**Message:**

E - 8.20

**Company's Fax Number:** \$1(714)3741573

**Sender:** Rachel Deitemeyer

LOCKTON COMPANIES

4275 Executive Square, Suite 600 La Jolla, CA 92037/(858)587-3100/FAX(858)-909-3100

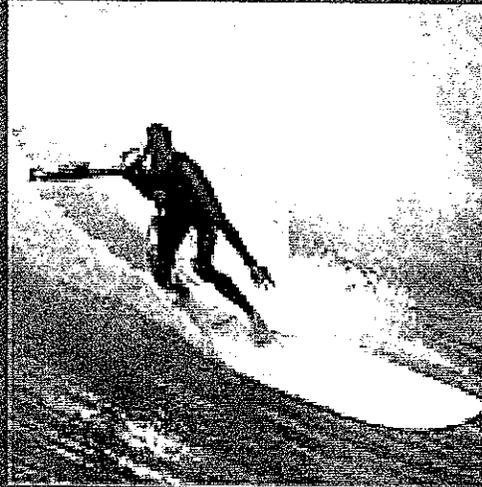
# EXHIBIT A

E-821

**INTENTIONALLY  
LEFT  
BLANK**

Proposal to Provide

Professional Testing and Inspection Services for  
Capital Improvement Projects  
City of Huntington Beach



Presented to:

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

April 15, 2005

Presented by:



Kleinfelder, Inc.  
8 Pasteur, Suite 190  
Irvine, CA 92618

E-8.22



**KLEINFELDER**

An employee owned company

April 15, 2005

Mr. Eric R. Charlonne, Construction Manager  
Engineering Division, Department of Public Works  
City of Huntington Beach  
City Hall, 200 Main Street  
Huntington Beach, CA 92648

**Subject: Proposal for Professional Testing and Inspection Services, Capital Improvement Projects**

Dear Mr. Charlonne,

Kleinfelder is pleased to present this proposal to provide the materials testing and inspection services to the City of Huntington Beach (City). Kleinfelder is an employee-owned, multi-disciplinary consulting firm specializing in geotechnical, geologic, construction and environmental engineering. Established in 1961, Kleinfelder has since expanded to its current size of over 1,500 employees in more than 70 offices and testing laboratories throughout the western US.

Kleinfelder's capabilities and staff size allow us to perform materials testing and inspection services to meet critical, and at times unpredictable, time schedules in a cost-effective manner. The size of our firm and multiple office locations in Southern California provide us with the ability to add staff as necessary. With Kleinfelder, the City will benefit from our ability to provide turn-key, "one-stop-shop" services locally and in-house.

Briefly summarized, we believe that the key elements which will be of most important interest to the City are as follows:

- ◆ Substantial soils and materials testing qualifications as evidenced by our depth of experience in providing materials testing and inspection services in California since 1961; over 15 years of project experience in Orange and Los Angeles Counties;
- ◆ A large staff of multidisciplined technicians/special inspectors with certifications including ICBO/ICC, DSA, NICET, AWS, ACI, and Caltrans;
- ◆ In-house laboratories certified by DSA (LEA 180), AASHTO, Caltrans, and CCRL.
- ◆ An office in Irvine located within 30 minutes of the City, with additional offices in Diamond Bar and Long Beach;
- ◆ Technicians and engineers with public works experience in developing quick, pragmatic and practical innovative solutions to difficult geotechnical construction issues;
- ◆ Understanding of City's design and construction teams, project management and contracting requirements.
- ◆ Proven responsiveness due to depth of inspection staff, experience with the appropriate jurisdictional agencies, and local office locations.

As requested, this proposal is valid for a 60-day period. I have the authority to negotiate and contractually bind our firm to any agreement made with the City. If you have any questions or need additional information, please do not hesitate to contact the undersigned at (909) 396-0335.

Sincerely,  
KLEINFELDER, INC.

John S. Lohman, PE, GE

Vice President/Los Angeles Regional Manager

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**Section 1: Description of Firm**

**Kleinfelder Overview.** Kleinfelder is pleased to present our Statement of Qualifications to provide materials testing and inspection services for public works projects for the City of Huntington Beach (City). Kleinfelder has a wealth of experience providing materials testing and inspection services for the public works sector, including various structures and facilities, transportation-related projects, as well as parks and recreational facilities. We believe

we have the necessary qualifications to provide the City with the services it requires, having provided similar services for numerous local and state agencies throughout California.

Kleinfelder's objective is to reduce the uncertainty in dealing with geotechnical issues and construction materials. We have in-house quality control and testing and qualification programs to assure that qualified personnel are assigned to each project. Field and laboratory technical activities are supervised by registered engineers. As consultants to a wide variety of public agencies, our experience covers most every conceivable need from the City. A small sampling of projects we have supported is listed below:

- |                             |                       |                      |
|-----------------------------|-----------------------|----------------------|
| New municipal buildings     | Hospitals             | Parks/Recreation     |
| Utility Installation/repair | Street Rehabilitation | Bridges              |
| Landslide/Slope Stability   | Seepage/Groundwater   | Reservoirs           |
| Residential Communities     | Libraries/Museums     | Schools              |
| Forensic Studies            | Third Party Review    | High-Rise Structures |

Our technicians and inspectors are encouraged and compensated to obtain advanced certifications from local and nationally recognized programs. Our inspectors are also cross-trained to provide multiple services on most projects, and many are certified by various agencies including Caltrans, County of Los Angeles, other local jurisdictions including DSA, the Cities of Los Angeles and Long Beach, American Welding Society, NICET, ACI and ICBO/ICC. Kleinfelder's cross-trained staff provides continuity of our services from initial phases of construction to completion.

Kleinfelder maintains offices in Irvine, Diamond Bar, Long Beach, and Redlands can therefore provide the local personnel with direct experience in the area. Following are some of the services we provide:

MATERIALS TESTING AND CONSTRUCTION INSPECTION SERVICES	
◆ Site Grading	◆ Gypsum Concrete
◆ Foundation Excavation	◆ Insulating Concrete Fill
◆ Backfill Placement	◆ Spray-Applied Fireproofing
◆ Subgrade Preparation	◆ Non-Destructive Testing - Steel
◆ High Strength Bolting	◆ Roofing
◆ Expansion Anchors	◆ Asphaltic Concrete
◆ Reinforcement Steel	◆ Concrete Placement
◆ Structural Steel - Shop & Field	◆ Welding
◆ Structural Masonry - Grout & Mortar	◆ Piling/Caissons/Drilled Piers
◆ Pre-Stressed/Post-Tensioned Concrete	

Kleinfelder Laboratory Testing Capabilities	
Geotechnical Testing	Materials Testing
◆ Soil Classification and Indices	◆ Soil and Aggregate
◆ Consolidation	◆ Concrete
◆ Classification	◆ Masonry
◆ Permeability	◆ Asphalt

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◆ Swell	◆ Metals
◆ Hydraulic Conductivity	◆ Roofing
◆ Direct shear	◆ Epoxy
◆ Triaxial shear	◆ Timber

**Materials Testing and Inspection Services.** Kleinfelder offers materials testing and inspection services that can significantly reduce uncertainties during the construction process. Our engineers work closely with design professionals and other project team members throughout the project's duration, helping to balance the often-competing elements of time, budget, and quality. Laboratory testing is provided by our own fully-accredited laboratories, which are inspected and certified regularly by agencies that include:

- ◆ Caltrans
- ◆ American Association of State Highway and Transportation Officials (AASHTO)
- ◆ DGS Division of the State Architect
- ◆ City of Los Angeles
- ◆ American Society of Testing and Materials (ASTM)

Kleinfelder provides quality inspection and testing services during construction of numerous projects including commercial structures, public works projects, residential subdivisions, bridges, mines, roadways and airport runways. We provide a full scope of services for the inspection and testing of construction-related materials. Our supervisory staff under the direction of a materials engineer reviews all testing and inspection services.

Materials Testing and Inspection Services	
◆ Site grading	◆ Placement of reinforcing steel
◆ Foundation excavations	◆ Concrete placement
◆ Backfill placement	◆ Steel construction
◆ Subgrade preparation	◆ Masonry construction
◆ Pile driving	◆ High strength bolting
◆ Drilled pier construction	◆ Expansion bolting
◆ Rock anchor placement	◆ Drainage systems
◆ Asphalt paving	◆ Soil improvement
◆ Concrete paving	◆ Load tests
◆ Reinforcement placement	◆ Field instrumentation
◆ Batch plant inspection	◆ Underpinning

**Special Inspection Services.** Special inspection services are provided to verify the compliance of structural elements to project plans and specifications as set forth by the Uniform Building Code (UBC)/California Building Code (CBC). These services can be provided by our approved technicians who have undergone voluntary certification by the ICBO/ICC. Their responsibilities on a project include (within the restraints and under the guidelines as set forth by the UBC):

- ◆ Observing the work assigned for conformance with approved design drawings and specifications.
- ◆ Furnishing inspection reports to the building official, construction manager, and other designated persons.
- ◆ Bringing all discrepancies to the immediate attention of the contractor, and if uncorrected, to the attention of the construction manager and building official.
- ◆ Submitting a final signed report stating whether the work requiring special inspection was, to the best of our knowledge, in conformance with approved plans, specifications, and the workmanship provision of the UBC.

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**Field Sampling and Testing Services.** Kleinfelder performs sampling and testing services to assist client managers and on-site construction personnel, in maintaining awareness that workmanship is being performed to the project specifications. Construction materials, provided for and utilized, meet minimum project specifications. These services are intended to complement and assist the client's management team throughout construction-related activities.

Field sampling and testing services are performed by knowledgeable individuals familiar with local soil conditions and construction materials standards and attributes. Kleinfelder has in-house technicians that have been certified by the following agencies:

Caltrans  
AWS  
DGS for Masonry Inspections  
ICBO/ICC

National Institute for the Certification of Engineering Technologies (NICET)  
American Construction Inspectors Association (ACIA)  
American Concrete Institute (ACI)

All field sampling and testing services are reviewed by our supervisory staff under the direction of our Materials Engineer.

"I would like to personally commend ... (Kleinfelder) staff for a high level of professionalism and staff efforts to maintain quality at a superior standard on these projects. (Their) dedication to provide competent staff directly affected the completion of these projects on time under extreme time constraints. In addition to expeditious services at a moments' notice, Kleinfelder's broad range of services enabled the City to redesign structural sections due to unforeseen conditions encountered during construction with minimal delays."

Mr. Gillis Monroe  
City of Long Beach  
*City of Long Beach On Call Projects: Taxiway D,  
Long Beach Airport and Lakewood Boulevard  
Improvements*

**Laboratory Accreditation.** Kleinfelder maintains four laboratories in the Los Angeles area offices: Irvine, Diamond Bar, Long Beach and Redlands. Kleinfelder laboratories are fully equipped for testing soil, rock and construction materials. Kleinfelder has an in-house quality assurance program to maintain a high level of accuracy and reproducibility in testing services performed by the firm. Experienced technicians perform the laboratory tests, and registered professional engineers review the results. All gauges, proving rings, scales, and other equipment used for testing are calibrated on a regular basis by certified independent agencies.

Kleinfelder's own quality assurance program is supplemented with regular inspection by governmental agencies. The most significant outside quality assurance inspection of our firm is by the National Bureau of Standards through the Commercial Testing Laboratory Accreditation Program administered by the American Association of State Highway and Transportation Officials (AASHTO).

Our laboratories also participate in the Cement and Concrete Reference Laboratory (CCRL) and AASHTO Materials Reference Laboratory (AMRL) proficiency testing programs, also administered by the National Bureau of

Standards and the reference sample programs offered by Caltrans. Kleinfelder is one of the few commercial testing facilities in the state to participate in both of the programs, which are accepted as the most rigorous evaluation available in the field of materials testing.

Kleinfelder's laboratories are fully accredited from AASHTO, DGS, Caltrans and along with our Redlands laboratory, are two of a select few testing laboratories in Southern California with this accreditation.

Kleinfelder laboratory facilities offer state-of-the-art capabilities in Portland cement concrete, asphalt concrete, steel, masonry and soils. Our facilities meet all ASTM E329 requirements for testing of concrete, soil, masonry and bituminous materials. Our laboratory and field testing capabilities include the use of specialized equipment not found with many firms. Examples of our specialized equipment include thin-lift asphalt concrete nuclear gauges and asphalt content ignition ovens. Another value-added service Kleinfelder offers is self-contained mobile laboratories to conduct a variety of soils, materials and concrete breaking tests on site. All mobile laboratories undergo appropriate reviews, inspections and certifications prior to commencement of construction.

"Throughout the duration of their contract with the Department of Public Works, Kleinfelder and its employees' performance has been very professional and responsive. Kleinfelder has consistently provided high quality work with attention to detail and a high level of customer service."

Mr. Michael P. Brown, Manager  
Geotechnical Engineering Division  
City of Los Angeles  
Re: City of Los Angeles On-Call Geotechnical  
and Environmental Engineering Services

E-8.26



## Section 2: Approach to the Project

Kleinfelder is an employee-owned, multidisciplinary engineering consulting firm specializing in the earth, air and water sciences, including environmental engineering and science, geotechnical engineering, engineering geology, materials engineering and testing, Special Inspection, and construction management. We have been solving complex problems for industrial, commercial, special inspection, and government clients since 1961. Over the years, Kleinfelder has grown into a leading consulting firm with the capacity and diversified qualified staff to provide comprehensive engineering and test/inspection services. We are leaders in these fields as evidenced by our ranking as 52<sup>nd</sup> among the Top 100 Engineering and Environmental Firms in the Nation By Engineering News Record.

Kleinfelder has a long, successful track record of providing geotechnical and materials testing services on public works-related projects. Over the past 44 years, nearly half of all projects completed by Kleinfelder have been in and/or for the public sector. *Approximately 65% of our current projects in Southern California are public works-related, either being performed directly for public agencies or through design/civil engineering firms.* As a result, Kleinfelder is well versed in the requirements for timeliness and efficiency when working on public sector projects. After 44 years in the business, we have worked with many federal, state and local agencies and are knowledgeable of all applicable codes, regulations and ordinances associated with public works design and construction. As a result, we are very experienced in the requirements for timeliness and efficiency when working on public sector projects.

Our registered engineers and certified scientists offer extensive experience in chemical, civil, construction, earthquake, environmental, geotechnical, and materials engineering; computer modeling; computer aided drafting and design; engineering geology; geology; health risk assessment; hydrogeology; industrial hygiene; materials testing and inspection; and toxicology. With such a diversified staff, clients are able to take advantage of the variety of services that Kleinfelder has to offer and to establish a long-term relationship with one consulting firm that is able to provide turn-key project management services.

**Approach.** As the City's Consultant, we will bring our experience working on many large- and small-scale projects to assist the City in developing and executing Capital Improvement Plans and in oversight of private development projects. This experience enables us to act proactively in the City's best interests, by reducing the uncertainty and potential problems resulting from geotechnical and construction-related issues and problems.

Kleinfelder has cultivated a reputation as a service-oriented consultant who understands the importance of providing timely, efficient and quality service, acting in a role as an extension of the client's staff. This philosophy was born out of our experiences with the dynamics involved in public works service. Many of our professionals and technical staff have direct experience working within public works agencies, and understand the challenges and issues confronting public works projects.

Our team assembled for this contract includes a select group of individuals with direct experience working on projects similar to those anticipated with the City. Unique to Kleinfelder, is our team's cross-training in many different inspection/testing and construction management skills. We understand the broad variety of projects which may be constructed during this contract, ranging from relatively small street and utility improvements to large infrastructure and airport improvement projects. Our familiarity with the City's staff and procedures will provide the City with a seamless extension of staff to accomplish the most demanding assignments. Our brief understanding and approach to this contract is outlined below:

**Construction and Building Inspection and Testing.** Kleinfelder's objective is to reduce the uncertainty in dealing with construction materials. We have an in-house testing and qualification program to assure that qualified personnel are assigned to each project. Field and laboratory technical activities are supervised by registered engineers. Our technicians and inspectors are encouraged and compensated to obtain advanced certifications from local and nationally recognized programs. Our inspectors are also cross-trained to provide multiple services on most projects, and many are certified by various agencies including Caltrans, Counties of Los Angeles and Orange, the Cities of Long Beach and Los Angeles, American Welding Society, NICET, ACI and ICBO/ICC. Kleinfelder's cross-trained staff provides continuity of our services from initial phases of construction to completion. The required services include inspecting and conducting tests on a variety of construction materials and soils at construction sites, manufacturing plants, and materials laboratories to determine

"Throughout the duration of its various contracts with the Port, the performance of Kleinfelder and its employees has consistently remained exemplary. They have invariably responded in a timely fashion, provided high quality work, and exhibited a genuine interest in sustaining a high level of customer service. In addition, Kleinfelder staff has performed their assigned tasks with an eye on minimizing cost without compromising quality."

Ms. Geraldine Knatz, Managing Director,  
Development  
Port of Long Beach

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conformance with departmental construction plans and specification documents. We anticipate the following inspection and testing services may be required:

- ◆ Site Grading
- ◆ Foundation Excavation
- ◆ Backfill Placement
- ◆ Subgrade Preparation
- ◆ High Strength Bolting
- ◆ Expansion Anchors
- ◆ Reinforcement Steel
- ◆ Structural Steel - Shop & Field
- ◆ Structural Masonry - Grout & Mortar
- ◆ Pre-Stressed/Post-Tensioned Concrete
- ◆ Municipal Building Code Compliance
- ◆ Electrical/Mechanical Code Compliance
- ◆ Gypsum Concrete
- ◆ Insulating Concrete Fill
- ◆ Spray-Applied Fireproofing
- ◆ Non-Destructive Testing - Steel
- ◆ Roofing
- ◆ Asphaltic Concrete
- ◆ Concrete Placement
- ◆ Welding
- ◆ Piling/Caissons/Drilled Piers
- ◆ Airport Pavement
- ◆ Plumbing Code Compliance

We understand there may be a need for other types of specialized testing services not listed above, such as sample pick-up and delivery to our lab for testing, preparation and submission of written reports, and coordination of materials and equipment with representatives of the City.

All testing will be performed in accordance with all City of Huntington Beach and latest standard specifications for public works construction, and CAL OSHA safety orders and plans and specifications.

At the heart of Kleinfelder's work plan is communication; clear concise communication between the City representative and our staff, both in the office and in the field. The burden of communication on the job remains with us at all times. We will provide the City with personnel who have cell phones and radios. The City will also be provided with a list of personnel for emergency contact at any time. Our communication will be immediate, in that verbal instructions/requests will be acted upon immediately, with written follow-up for files.

Our work plan will be centered around our key project team, which will consist of the Project Manager as the City's key contact. Our current workload is moderate; we do not anticipate any problem providing our proposed services to the City in accordance with the anticipated project schedule.

A senior technician will be assigned to the project, who will have the multiple-discipline experience to effectively undertake the required inspection and testing. We have provided a brief discussion on the primary elements of our proposed work plan, as it applies in a general sense (since the actual project scope of work and schedule is not known at this time) in the following paragraphs.

**Project Kick-Off.** Our project manager and the staff supervisor will meet with the City representative to initialize the project expectations, both in terms of scope of work, schedule and budget requirements. Communication controls and expectations will be clearly outlined for future activities. The primary goal is to have a mutual understanding of the County's expectations of Kleinfelder and the conduct of the construction activities. With a clear understanding of the expectations, unanticipated changes and surprises can be dramatically reduced.

**Identification of Schedule and Budget Requirements.** The construction schedule will have a large impact on the requirements and duration of our services. It is important, both from a schedule and accounting standpoint, to have an agreed-upon schedule and budget to follow and measure, as we proceed through the construction process. These elements will help us to provide the City with progress benchmarks, both from a financial and construction viewpoint.

**Staffing and Resources Management Plan. Field & Laboratory services.** Our field and laboratory services will be managed through our Irvine office and laboratory. Our project manager will work in conjunction with our field operations manager to proactively conduct the inspections and testing operations, in accordance with the project needs. We specialize in immediate response to emergency situations. Staffing requirements will be assessed and communicated to the City representative for approval prior to dispatching for each day, if needed.

E-8.28



We will utilize a lead technician for the project, who has multi-disciplined expertise, to help reduce the need for more than 1 technician for multiple operations at the site. In the event that the job sequence requires more than one technician, we will provide a supplemental technician (after approval from your representative), who will work at the direction of our lead technician. Sample pick-ups for laboratory testing will be coordinated with staff traveling to/from the jobsite, or by utilizing our existing sample pick-up system, which currently operates throughout the Orange County area on a daily basis.

**Technical Supervision.** Technical supervision will be provided on a daily basis by our project manager, Mr. Jeffrey Walker and our Principal Mr. John Lohman, PE, GE, on an as-needed basis. This includes a review of daily field reports prepared by the onsite technicians, direct communication with the field personnel and a review of all laboratory test results prior to submission to the City. Our laboratory manager, Mr. Roger Khoudessian, will also be involved with the daily supervision of technician and lab activities. We believe that this dual approach provides a second or third "set of eyes" to verify our results prior to presenting them to the City.

**Project Management and Controls.** The management of our processes will be a valuable tool for the City to assess not only the acceptability of the construction process, but also many aspects of the progress and conduct of the job. Our project management will focus on the following elements:

- ◆ Staffing needs
- ◆ Documentation of results
- ◆ Technical Accuracy
- ◆ Communication processes
- ◆ Accounting and invoicing
- ◆ Contractor backcharges for failing tests

**Reporting of Results.** We will provide your onsite representative and other designated staff with a copy of all results, including:

- ◆ Daily field reports of observations
- ◆ Daily test results performed in the field or laboratory
- ◆ Project memos or clarification requests, as needed
- ◆ Budget status reports (weekly or monthly)
- ◆ Any unusual or unanticipated activity or observations

A final report will be prepared for the earthwork and materials observation and testing services for each site. Each report will provide documentation of our observations and test results, along with our conclusions for suitability and recommendations (if required).

**Project Accounting Controls.** Our project accounting controls will be utilized not only to track the status of our budget, but also in conjunction with the project schedule and our knowledge of the work progress. This will help the City to assess the contractor's schedule performance and assist in assessing potential back charges due to increased inspection and retesting services, and provide the City with an assessment of the contractor "burn rate" with respect to the need for inspection services and additional construction time.

**Contractor Punch Lists.** Inspection punch lists will be provided, where necessary, to give the City an assessment of remedial work necessary to comply with the project specifications. These items will be detailed along with an estimate of our services (followed by actual costs) for inspecting and testing for these remedial efforts, to allow the City the opportunity to backcharge the contractor for services to inspect and test unsatisfactory work.

**Project Close-Out.** Our project close out will consist of final documentation of field and laboratory reports and final reports. Verification that all areas requiring testing are completed and that City expectations of budget and accounting issues are satisfied will be accomplished in a close-out meeting or telephone conversation with the City representative.

"Your work and contributions to this project are greatly appreciated by the City of Anaheim. Kleinfelder was a main ingredient to the success of the construction of the most beautiful Convention Center in the country. Your field staff was exceptional, (especially Bart and Jeremy Larsen). The two are a great team. 'They came to work'. They supervised the inspection crews, coordinated testing activities, and were firm when they needed to be firm (as you know, at times assertiveness is necessary in the field construction industry). After working with these guys in excess of three years it is my determination they exhibited a fine work ethic. Again, I would like to express my sincere appreciation for your assistance, your service, and work on this fine project."

Mr. Jack Plake  
City of Anaheim  
Anaheim Convention Center

E-8.29



### Section 3: Experience on Similar Projects

Kleinfelder has a wide variety of public works experience in many capacities. Approximately 65% of our current projects in Southern California are public works related, either being performed directly for public agencies or through design/civil engineering firms. As a result, Kleinfelder is well versed in the requirements for timeliness and efficiency when working on public sector projects. After 44 years in the business, we have worked with many federal, state and local agencies and are knowledgeable of all applicable codes, regulations and ordinances associated with public works design and construction. We have been involved in various stages of projects from conceptual design to completion, including schools and universities, administration buildings, libraries, police and fire stations, correctional facilities, roadways, and various other types of essential structures and related appurtenances associated with these types of projects. Following are a few detailed summaries of pertinent projects.

**On-Call Geotechnical and Materials Testing/Inspection, Anaheim, California**

**Client: City of Anaheim**  
**P.O. Box 3222, Anaheim, CA 92803**  
**Mr. Tri Minh Nguyen, (714) 765-5176**  
**Construction Cost: Unknown**  
**Fee: \$150,000**  
**Completion Date: 2002**

Kleinfelder provided geotechnical, construction materials and sampling, and inspection services on an on-call basis for the City of Anaheim. Projects included the following:

- ◆ Well Site # 45
- ◆ State College/Orangewood
- ◆ Master Agreement #44 Broadway
- ◆ Brookhurst Skate Park
- ◆ State College & SR 91
- ◆ Euclid St. Widening
- ◆ Harbor & Ball Improvements
- ◆ Fire Station #6
- ◆ Skateboard Park Materials Testing
- ◆ Claudina Street Water Main
- ◆ Ball Road and Dale Ave.
- ◆ Master Agreement #1 Canyon/Arboles
- ◆ Anaheim - Lewis St. Bridge
- ◆ Lincoln Median Island Phase 2
- ◆ State College Electrical #42
- ◆ Entry Monument Stations
- ◆ Master Agreement #2 Canyon/Estrada
- ◆ Skateboard Park Materials Testing
- ◆ Lincoln Island Median Phase 3
- ◆ Broadway Street Improvement
- ◆ Ball & Euclid Improvements.
- ◆ Well Site # 51 @Orange/Broder
- ◆ Raymond Retaining Basin
- ◆ Yorba Linda Substation Configuration
- ◆ South Street Sewer Imp.
- ◆ Master Agreement #2 Canyon/Estrada
- ◆ Various Direct Buried Cables
- ◆ Glenview and Kellogg
- ◆ Fairmont Substation
- ◆ Anaheim Blvd. Street Imp.
- ◆ Anaheim Electric R-468/469
- ◆ Harbor/Laverne Pedestrian Signals
- ◆ Orangewood Avenue
- ◆ Anaheim Blvd. Improvements
- ◆ Clare Substation
- ◆ Ball Road & Harbor Channel
- ◆ Clementine Street Improvements
- ◆ Dale Avenue Street Improvement
- ◆ West Street Water Main
- ◆ Deer Canyon Park

**Key Staff: John S. Lohman, Jeremy Larsen**

**Anaheim Convention Center Enhancement Project, Anaheim, California**

**Client: City of Anaheim Department of Public Works**  
**P.O. Box 3222, Anaheim, CA 92803**  
**Ms. Melany Adams, (714) 765-5176**  
**Fee: \$3,798,000**  
**Completion Date: 2002**

E-8.30



The City of Anaheim embarked on the renovation of the existing Anaheim Convention Center. The entire remodel (a two-phase project) lasted 3.5 years, and added 750,000 square feet of space to the existing structure, thereby increasing the size of the Convention Center by 40 percent (40%), to 1.4 million square feet.

The City of Anaheim retained Kleinfelder to perform materials testing and inspection services for the improvements to the existing Convention Center. Kleinfelder performed these services for both Phases 1 and 2. The project included cast-in-place concrete, structural masonry, structural steel and metal decking construction, fireproofing, Portland Cement concrete paving, asphaltic concrete paving, soils testing, cast-in-place concrete piles, site and shop fabrication.

Kleinfelder provided multiple services on this project; serving primarily as Project Inspector. This role was performed by multi-disciplined ICBO-certified inspectors that had been approved by the City Building Official. Other services included geotechnical and environmental consulting on an as-needed basis as well as soil testing during the construction.

Our services were comprehensive and were performed in local and out-of-state locations, with fluctuating staffing needs on a day-to-day basis (from two to five inspectors/testers). The facility continued to function during construction, therefore, Kleinfelder had to be sensitive to the needs of clientele attending conventions.

The following items and services were, inspected or provided during the course of both phases of construction.

- |                            |                                     |                              |
|----------------------------|-------------------------------------|------------------------------|
| ◆ Site grading             | ◆ Placement of reinforcing steel    | ◆ Concrete placement         |
| ◆ Foundation excavations   | ◆ High strength & expansion bolting | ◆ Steel construction         |
| ◆ Backfill placement       | ◆ Asphalt & concrete paving         | ◆ Shop fabrication           |
| ◆ Subgrade preparation     | ◆ Lead abatement specification      | ◆ Utility installation       |
| ◆ Geotechnical engineering | ◆ Lead abatement monitoring         | ◆ Welded studs               |
| ◆ CIP concrete pile        | ◆ Deputy inspection services        | ◆ Non-destructive testing    |
| ◆ Masonry construction     | ◆ Spray-applied fireproofing        | ◆ Related laboratory testing |

Kleinfelder received an Appreciation Certificate from the Anaheim Community Services Department in recognition of our contributions to the project during 1997. *Key Staff: John S. Lohman, Jeremy Larsen*

**On-Call Materials Testing/Inspection, Orange County, California**  
**Client: Orange County Transportation Authority**  
 550 South Main Street, 4<sup>th</sup> Floor, P.O. Box 14184, Orange, CA 92863-1584  
 Mr. Jim Kramer, (714) 560-6282  
 Fee: \$1 Million  
 Completion Date: 2004

Kleinfelder has been retained to provide soils and materials testing and inspection services for the new Santa Ana Bus Base. The construction will include an operations building, maintenance building, fuel/brake check/tire building, bus wash/brake dynamometer building, cleaning building, ancillary buildings, underground storage tanks for fuel and consumable products, parking, and landscaping and irrigation. The project also includes off-site improvements within MacArthur Boulevard and Hyland Avenue to include new parallel storm drain system, sewer line and intersection improvements.

Kleinfelder's services will include geotechnical observation of the installation of stone columns, mass and fine grading observation and testing, and installation of utility lines. Kleinfelder will also perform special inspection and materials testing services for reinforced concrete, structural masonry, structural steel welding, and the spray-applied fireproofing during the construction of an operations building, maintenance building, fuel/brake check/tire building, bus wash/brake dynamometer building, cleaning building, ancillary buildings, underground storage tanks for fuel and consumable products, and parking areas. *Key Staff: Jeffrey Walker, Scott Morris*

**On-Call Geotechnical and Materials Testing Services, Long Beach, California**  
**Client: City of Long Beach**  
 333 W. Ocean Boulevard, Long Beach, CA 90802  
 Mr. Gillis Monroe, (562) 570-5460  
 Construction Cost: Unknown  
 Fee: \$100,000  
 Completion Date: 2002

E-8.31



Kleinfelder was recently selected to perform on-call geotechnical and materials observation and testing services on an as-needed basis from 1999 through 2002. Over 30 task orders have been issued under this contract including the following roadway repair and improvement projects:

- ◆ Improvement of Maine Ave. between 3rd & 6th Streets
- ◆ Improvement of Taxiway "D"
- ◆ Long Beach Blvd between Wardlow
- ◆ Santa Fe Ave and Hill
- ◆ PW1070-0640 Road
- ◆ Long Beach Airport Parking
- ◆ Parkcrest Avenue
- ◆ Naples Seawall Project
- ◆ Cherry Avenue to 32nd Street
- ◆ Anaheim Road
- ◆ Clark from Eagle to Spring
- ◆ Clark from Atherton to Eagle
- ◆ Carson between Cherry & West City
- ◆ Spring between Temple & Lakewood
- ◆ 7th Street Asphalt Testing
- ◆ Improvement of College Park Drive
- ◆ Annual Sidewalk Repair
- ◆ Long Beach Wardlow & Carson
- ◆ Citywide Street Repairs
- ◆ Improvement of Lakewood Blvd.
- ◆ Perimeter Service Road Improvements
- ◆ Clark Avenue Asphalt Coring
- ◆ Eldorado Wing Expansion
- ◆ 3rd and Magnolia
- ◆ 45th St. Banner to Cherry
- ◆ Fire Station # 11 Expansion
- ◆ Navy Memorial
- ◆ Youth Center Elevator (PR-15)
- ◆ Clark Street to Atherton
- ◆ Clark from Spring to Wardlow
- ◆ Easy Avenue Spring to 34th
- ◆ Cherry Avenue between Spring
- ◆ Improvement of Orange Avenue
- ◆ Del Amo Blvd Asphalt Coring
- ◆ Bellflower between Atherton
- ◆ Santa Fe Avenue AC Coring

Other projects included modifying traffic control signals, bus stops at various locations throughout the City, and the construction of El Dorado Skate Park. Additionally, Kleinfelder provided various services at the Long Beach Airport including the temporary parking lot and various taxiway projects such as Taxiway D. **Key Staff:** John S. Lohman, Jeremy Larsen, Dany Hanna

**As-Needed Materials Testing Services, Earthquake Recovery Project, Los Angeles County, California**

**Client:** County of Los Angeles

**1000 South Freemont Avenue, Alhambra, California 91803**

**Mr. Zaim Khayat, (626) 300-3220**

**Construction Cost: Unknown**

**Fee: \$500,000**

**Completion Date: 2004**

Kleinfelder was awarded a three-year contract to provide soils and materials testing and construction inspection in support of the Earthquake Recovery Project which include construction of capital facility projects, repair of earthquake and non-earthquake facility damage, and facility alteration at sites located throughout the Los Angeles County. Work on this contract is expected to cover 100 to 150 projects.

Services include on-site testing and observation, off-site inspection, ancillary services such as materials and equipment for special tests/applications, sample pick-up and delivery, consultation services and glass fiber reinforced concrete (GFRC) shop fabrication and testing; and laboratory testing.

All testing is being performed in accordance with all County of Los Angeles guidelines and ordinances, OSHA construction Industry Standards, California Code of Regulations, South Coast Air Quality Management District Regulations, the Los Angeles County Building Code and other applicable codes.

To date, Kleinfelder has worked on the following projects:

- ◆ Camp Fred Miller
- ◆ Central Juvenile Hall
- ◆ Los Padrinos Juvenile Hall
- ◆ Jesse Owens Swimming Pool
- ◆ Camp Fred Miller Recreation Building
- ◆ Natural History Museum
- ◆ Van Nuys Superior Court Building
- ◆ Registrar – Recorder Warehouse
- ◆ BJ Nidorf Gym School

**Key Staff:** John S. Lohman, Jeremy Larsen, Tim Slegers, Dany Hanna

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**On-Call Materials Testing Services, Various Locations, California**

**Client: State of California Department of General Services**

**1102 Q Street, Sacramento, CA 95814**

**Mr. Reginald Demery, (213) 897-3218**

**Construction Cost: Unknown**

**Fee: \$100,000**

**Completion Date: Ongoing**

Kleinfelder is providing on-call geotechnical and materials observation and testing services for the State of California Real Estate Services Branch for Area III in Southern California.

Task orders have included the following:

- ◆ Ventura Armory
- ◆ Herman G. Stark mental health building/youth facility
- ◆ Communications Tower on Oat Mountain
- ◆ Ventura Youth Authority
- ◆ Communications Tower on Skyline Drive in La Habra
- ◆ California Youth Authority in Norwalk
- ◆ Tehachapi Correctional Institution

**Key Staff: John S. Lohman, Jeremy Larsen**

## Section 4: Project Team

Kleinfelder has formed a project team with the qualifications and experience required to successfully perform the requirements of this contract. Our Organization Chart provides a graphic illustration of the members of our team, their roles and responsibilities, and how they will interact with each other. Kleinfelder takes specific pride in providing "one-stop" services to our clients. Brief biographies of our pertinent personnel can be found in the following section.

**John S. Lohman, PE, GE, Los Angeles Regional Manager/Project Principal**

**Credentials: MS, Geotechnical Engineering, California State University, Long Beach, CA, 1986; BS, Civil Engineering, California State Polytechnic University, Pomona, CA, 1982; Geotechnical Engineer No. 2210, California, 1993; Civil Engineer No. 40891, California, 1986**

Mr. Lohman has over 23 years of experience in geotechnical engineering for design and construction of facilities in the southwestern US. He has managed large-scale construction observation and materials testing projects for numerous developments, including major retail, commercial, industrial, military, and public works facilities (schools, hospitals, courthouses, jails, administration, fire and police stations). Relevant experience includes:

- ◆ On-Call Geotechnical Investigation and Materials Testing Services, City of Anaheim, California;
- ◆ On-Call Geotechnical Investigation and Materials Testing Services, City of Los Angeles Geotechnical Engineering Division, California;
- ◆ City of Long Beach On-Call Geotechnical and Materials Testing Services, Long Beach, California;
- ◆ On-Call Geotechnical Investigation and Materials Testing Services, California Department of General Services, various locations in California;
- ◆ On-Call Geotechnical Investigation and Materials Testing Services, City of Anaheim, California; and
- ◆ Colima Road Slope Failure, Los Angeles County, California.

**Jeffrey Walker, PE, GE, Project Manager**

**Credentials/Licenses/Certifications: MS, Civil Engineering, University of California, Irvine, 1995; BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 1990; Geotechnical Engineer, No. 2402, California, 1998; Professional Engineer, No. 51226, California 1993**

Mr. Walker has over 14 years experience in performing and managing geotechnical field investigations and construction monitoring. His project experience includes: dams and reservoirs, transportation projects, industrial facilities, marinas, wastewater treatment facilities, residential and commercial developments. Mr. Walker's primary technical responsibilities include managing large and complex geotechnical projects, providing technical guidance and quality assurance to junior professionals, and quality control of geotechnical and materials testing/inspection projects.

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- ◆ On-Call Materials Testing/Inspection, OCTA Santa Ana Bus Base, Orange County Transportation Authority, Orange, California;
- ◆ Crystal Cove State Park – Historic District, State of California, Department of Parks and Recreation, Orange County, California;
- ◆ Geotechnical Design, Construction, Materials Testing and Inspection, Macy's Department Store, Mission Viejo, California;
- ◆ Soils Observation and Materials Testing and Inspection Services, Revere Elementary, Anaheim City School District, Anaheim, California;
- ◆ On-Call Soils Observation and Materials Testing and Inspection Services, Various Schools, Newport Mesa Unified School District, Costa Mesa, California; and
- ◆ City of Anaheim Federal Projects, Anaheim, California.

**Timothy Slegers, PE, Alternate Project Manager**

**Credentials/Licenses/Certifications:** BS, Civil Engineering, California State University, Long Beach, 1994; Post Graduate Studies, Business Administration, California State University, Long Beach, 2000-2001; Professional Civil Engineer No. C58653, California, 1998

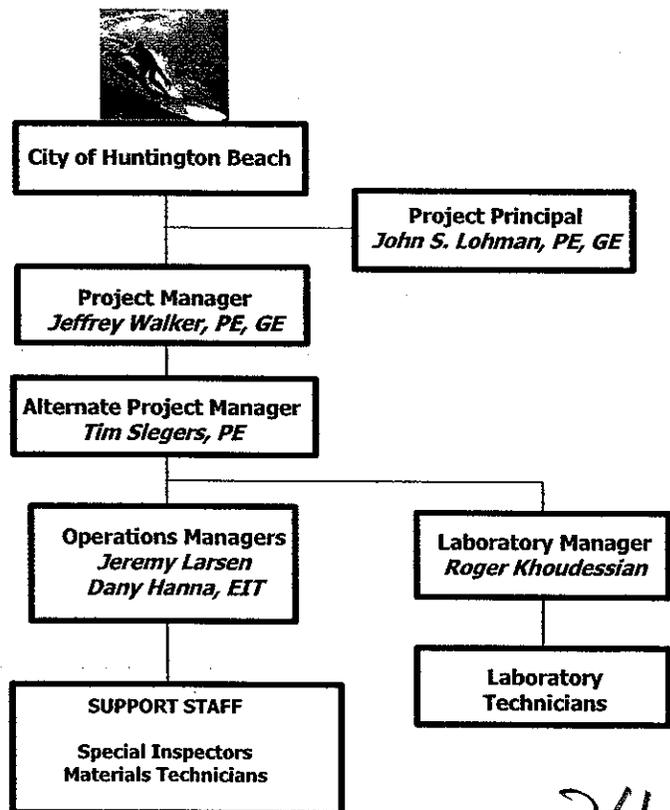
Mr. Slegers has over 10 years of experience in geotechnical and materials engineering. His geotechnical engineering experience includes commercial and residential developments, buildings with subterranean levels, deep foundations, tie back retaining walls, pavements, slope stability and liquefaction studies. Geotechnical investigations performed by Mr. Slegers include analyses of shallow and deep foundations, compressible and expansive soils, surcharge fills, slope stability studies, deep excavations and shoring, compaction grouting and liquefaction potential. He has managed geotechnical investigations, and has performed forensic studies for mitigation of slope instability and settlement of deep fills. Mr. Slegers also conducts technical review of geotechnical reports for public agencies.

- ◆ Casa Colina Centers for Rehabilitation, Pomona, California;
- ◆ Cedars-Sinai Medical Center, Los Angeles, California;
- ◆ Various Costco Wholesale Warehouses, California;
- ◆ Percolation Study, Mile Square Golf Course, Fountain Valley, California; and
- ◆ University of California, Irvine Faculty Housing, Irvine, California.

**Jeremy Larsen, Operations Manager**

**Credentials/Licenses/Certifications:** ACI Grade 1 Technician 10 # 290452; ICBO Certification - Reinforced Concrete #1028948-49; ICBO Certification - Structural Masonry #1028948; ICBO Certification - Prestressed Concrete # 1028948-89; ICBO Certification - Spray Applied Fire Proofing #1028948-84; ICBO Certification - Structural Steel/Welding #1028948-85; Orange County Certified for Reinforced Concrete/Structural Masonry, Structural Steel and Welding, Prestressed Concrete, Fireproofing, #1509; City of Irvine Licensed for Reinforced Concrete, Prestressed Concrete, Structural Steel and Welding, Masonry, Fireproofing, #1155; City of Riverside Reinforced Concrete/Structural Masonry, Structural Steel and Welding, Prestressed Concrete, Fireproofing, #2190; Proto II Post-tensioned Masonry Certified; Nuclear Soils Certification; MSHA – Mine Safety and Health Administration Certification

Mr. Larsen has over 13 years experience as an inspector both working in the field and in the laboratory. Field work has included soils inspection, reinforced concrete, structural masonry, prestressed concrete, structural steel and welding, and sprayed applied fireproofing special inspection, asphalt placement, and materials observation and testing, for a variety of clients in the



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public and private sector. Laboratory experience includes capping and breaking of cylinders, computations of results, maximum density of soils, and report preparation.

- ◆ Construction Special Inspections, Materials Testing and Sampling Services, Anaheim Convention Center Remodel, City of Anaheim Department of Public Works, California;
- ◆ California Museum of Science and Industry, Division of the State Architect, Los Angeles, California;
- ◆ California Speedway, Associated Engineers, Fontana, California;
- ◆ Huntington Beach Library, Huntington Beach, California;
- ◆ Addition to Target Store, Target Stores, Valencia, California; and
- ◆ Eastern Municipal Water District, Southern California.

**Dany Hanna, Operations Manager**

**Credentials/Licenses/Certifications:** BS, Civil Engineering, Notre Dame University, Lebanon, May 1999; MS, Civil Engineering, University of Nevada, Reno, June 2001; Engineering Intern (EIT) #OT3975, December 2000; CTM (Caltrans Method): 125, 375, 216, 231; 8 Hours Radiation Safety Training (2001); ACI Grade I Certification (2002)

Mr. Hanna is knowledgeable in pavement design and rehabilitation as well as soil mechanics, seepage and slope, and bridge engineering. He is experienced in the use of the following pavement design software: ELSYM5, ILLIPAVE and MJSlab, as well as AutoCAD and Risa2D. Mr. Hanna has also served as Site Structural Engineer where he oversaw construction projects, which entailed managing the time schedules of project personnel, and ensuring that specifications were met. Relevant experience includes:

- ◆ On Call Materials Testing Services, Los Angeles County, California.
- ◆ City of Camarillo, California. QC Assistant Manager for the City of Camarillo;
- ◆ Various Projects, City of Anaheim, California.
- ◆ Kaiser Commercial Project, Los Angeles, California;
- ◆ I-710 Highway, Los Angeles County, California; and
- ◆ Long Beach Airport, Long Beach, California

**Roger Khoudessian, Laboratory Manager**

**Credentials/Licenses/Certifications:** BE, Civil Engineering Technology (majoring in materials and geotechnical engineering), American University of Beirut, Lebanon, 2000; Caltrans 106, 304, 308, 309, 366, 370, 382; NICET Level II (Concrete, Soil and Asphalt); NICET Level I (Concrete, Soils and Asphalt); American Concrete Institute Level I (Concrete Strength Engineer); Engineer in Training, California No. 117062; Nuclear Gauge Operator Training, No. 15256, September 1, 2004; Concrete Masonry Testing Technician, National Concrete Masonry Association, CMTT 5603, May 2006

Mr. Khoudessian has five years of experience as a Laboratory Manager, and two years of experience as a Civil Engineer. His experience in the geotechnical and materials fields include proctor compaction for different types of soils and particles size analysis through sieving and hydrometer, durability index, soundness, unit weight, LA abrasion, consolidation, direct shear and remolded shear. He has classified soils visually for engineering purposes and through the Atterberg limits.

- ◆ Various Projects, Port of Long Beach, California.
- ◆ Various Projects, City of Anaheim, California.
- ◆ Various Projects, City of Long Beach, California.
- ◆ Interstate I-710, Long Beach, California.

**George Navarijo, Technician**

**Credentials:** Cypress College, 1977; American Concrete Institute (ACI); Registered Inspector for Asphalt, City of Irvine #994; Radiation Safety and Use of Nuclear Soil Gauges

Mr. Navarijo has over 20 years of geotechnical experience. His responsibilities have included inspection and documentation of fill control; hillside grading; slope key and buttress fill construction; footing inspection; compaction testing of asphalt-concrete with a nuclear gauge; foundations, mass grading and caisson drilling. Mr. Navarijo has performed preliminary field investigations; grade checking, plan reading and daylight mapping. He is experienced with collapsible soils, expansive soils and the use of inert demolition debris in fill soils. Projects include commercial, residential, public works, county and city roadways, and underground utilities (including installation of telephone and Edison lines, and gas/oil pipelines). Relevant experience includes:

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- ◆ On Call Materials Testing Services, City of Anaheim, California;
- ◆ Port of Long Beach Materials Testing, Long Beach, California; and
- ◆ City of Long Beach On-Call Geotechnical and Materials Testing Services, Long Beach, California.

**Vartan Deirdeirian, Senior Technician/Inspector**

**Credentials:** BS, Architectural Engineering (General & Urban Design), University of Aleppo, Syria, 1989; City of Los Angeles Deputy Grading Inspector, R99-3936; City of Los Angeles Deputy Reinforced Concrete Inspector, # P009633, 2001; ICBO Reinforced Concrete Deputy Inspector, 1998; Certified with the Cities of Irvine, Westminster, Moorpark, Los Angeles; City of Los Angeles Deputy Methane Inspector; American Concrete Institute, Technician, Grade 1; Caltrans MR-0111 Certification; Certified Troxler Nuclear Gauge Technician; NICET Level II (Soil, Concrete, Asphalt)

Mr. Deirdeirian has over 17 years experience in various fields of construction. This experience has included mass grading supervision, hillside cut and fill operations, piles and conventional footing excavation, shoring placement, compaction observation, construction inspection, reinforced concrete inspections and testing, Caltrans bridge retrofitting and new bridge placement, highway construction, asphalt concrete and concrete batch plant inspections, asphalt concrete pavement field observation and laboratory testing, and methane gas migration system inspection. Relevant projects include:

- ◆ California Museum of Science and Industry at Exposition Park, Division of the State Architect, Los Angeles, California;
- ◆ Prison Facility, Federal Bureau of Prisons, California;
- ◆ The Grove at Farmers Market, Los Angeles, California;
- ◆ Rose Avenue/Highway 101 Interchange, City of Oxnard and Caltrans c/o Parsons Brinckerhoff Construction Services, Ventura County, California;
- ◆ Highway 101, Caltrans, Santa Barbara, California; and
- ◆ Materials Testing Services, Camarillo Transportation Improvements Project - Flynn Road Interchange and Calleguas Creek Bridge & Channel Improvements, City of Camarillo, California.

**Robert Slane, Senior Technician/Inspector**

**Credentials:** Los Angeles County Sheriff's Academy, 1989; Nuclear Gauge Safety Certification and RSO Certification; ACI Concrete Technician I; ICBO/ICC Reinforced Concrete; Cal Trans Certification in Asphalt, Concrete & Soils; Deputy Inspector for Orange County, Los Angeles County, City of Long Beach, City of Irvine, City of Costa Mesa and City of Colton

Mr. Slane has over seven years' experience in the field of materials testing, inspection, laboratory testing, construction management, and project management. His project experience ranges from commercial and industrial developments, residential hillside grading and city improvement including construction management/deputy inspection services. He has been responsible for the coordination of the daily activities of the special inspectors and field technicians and inspectors as well as observation and testing of fills related to grading operations and materials observation and testing related to structural concrete.

- ◆ Operations Manager, QAI / Twining Laboratories, Irvine, California;
- ◆ Field Operations Manager, Ladera Zone/Reservoir, Rancho Santa Margarita, California;
- ◆ Street Improvements, Anaheim, California;
- ◆ Newport Coast Residential Development, Orange County, California;
- ◆ Field Operations Manager, Orange County Fire Authority Regional Fire Operations & Training Center, Irvine, California; and
- ◆ Veterans Medical Center, Sepulveda (Resident Inspector), California

Brief synopsis of our technician credentials follow below. These technicians can be made available on 15 hours' notice for the project.

<b>KIM W. BYRD, Inspector</b>	
Years Experience:	33
<u>Active Certifications</u>	
ICBO Certified in Structural Steel & Welding, #1106095-85	
ICBO Certified in Structural Masonry, #1106095-84	
ICBO Certified in Reinforced Concrete, #1106095-48	
ICBO Certified in Pre-Stressed/Post-Tension Concrete, #1106095-89	
ACI Field Testing Technician Grade I, #C16468	

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County of Orange License #1088  
 County of Los Angeles Certified  
 City of Irvine License #1472  
 City of Los Angeles Structural Steel, Reinforced Concrete and Masonry  
 2000 International Building Code Structural Steel & Welding, #1106095-85  
 2000 International Building Code Structural Masonry, #1106095-84  
 2000 International Building Code Post Tension/Pre-Stress Concrete, #1106095-89

**DAVID A. BYRD, Inspector**

Years Experience: 28  
Active Certifications  
 ICBO Certified in Structural Steel & Welding, No. 1021010-85  
 ACI Field Testing Technician Grade I, No. 111746  
 City of Los Angeles Deputy Building Inspector - Structural Steel Welding Certificate  
 City of Long Beach Structural Steel & Welding Inspector, No. 3889  
 American Welding Society, 97061051 CWI Certification  
 County of Los Angeles Special Inspector, No. 01266  
 City of Los Angeles Light Gauge Certificate  
 City of Los Angeles Rebar Certificate  
 ASME Pipe Certificate  
 AWS D1.5 Bridge Certificate

**ROBERT L. CARMAN, Inspector**

Years Experience: 2  
Active Certifications  
 Certified Special Inspector of Structural Masonry  
 Certified Special Inspector of Prestressed Concrete, 1999  
 Certified Special Inspector of Reinforced Concrete, 1999  
 Certified Inspector for Welding  
 Certified Inspector for Fireproofing  
 County of Los Angeles Certified for Structural Masonry and Concrete

**PAULA HALL, Inspector**

Years Experience: 17  
Active Certifications  
 ICBO Certified Inspector – Reinforced Concrete No. 0846482-88, California  
 ICBO Certified Inspector – Structural Masonry No. 26816, California  
 ICBO Certified Inspector – Structural Steel/Welding No. 39363, California  
 ICBO Certified Inspector – Spray-Applied Fireproofing No. 0846482-86  
 ICBO Certification – Prestressed Concrete, California, No. 0846482-89  
 Orange County Certified for Concrete, Masonry, Welding and Post-Tensioned Concrete  
 Los Angeles County Certified for Concrete, Masonry and Welding, No. 0866  
 ACI #PY612  
 AWS QCI Certified Welding Inspector (CWI), No. 99121071  
 Division of State Architect Masonry Test  
 City of Long Beach Certified Inspector for Welding and Fireproofing  
 City of Newport Beach Certified Inspector for Welding  
 City of Los Angeles Certified Inspector for Welding #P011215

**MAXWELL JARDINE, Inspector**

Years Experience: 15  
Active Certifications  
 ICBO Certified Inspector – Structural Masonry No. 1126480-84  
 ICBO Special Inspector – Reinforced Concrete, No. 1126430-43  
 American Concrete Institute – ACI Concrete Field Testing Technician Grade I  
 Deputy Inspector, City of Long Beach

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County of Orange Registered Special Inspector  
 City of Westminster Licensed Masonry, Concrete Inspector  
 City of Los Angeles Registered Deputy Building Inspector

**JOHN KELENC, Inspector**  
 Years Experience: 26  
 Active Certifications  
 ICBO Certified Inspector – Reinforced Concrete, No. 32390  
 ICBO Certified Inspector – Prestressed Concrete No. 32361  
 ICBO Certified Inspector – Structural Steel & Welding, No. 39410  
 ICBO Certified Inspector – Masonry, No. 0311860-84  
 American Concrete Institute Grade I Certified, CA. 1996  
 City of Long Beach–Certified for Reinforced and Prestressed Concrete, Structural Steel and Welding, and Masonry  
 County of Orange Registered Special Inspector  
 City of Irvine Registered Inspector for Concrete, Masonry, Prestressed Steel  
 City of Newport Beach Registered Special Inspector for Concrete, Masonry, Post-Tensioned Steel

**RAUF AHMAD KHOKHAR, Laboratory Technician**  
 Years Experience: 4 Education: AA/1997/Civil Engineering Technology  
 Active Certifications  
 Certified CPN Nuclear Gauge Operator Training, 2001  
 Caltrans Certified for 105, 106, 201, 202, 217, 226, 304, 308, 366  
 NICET Level I and II - Soils, Concrete and Asphalt

**THOMAS REBOSKY, Technician**  
 Years Experience: 10  
 Active Certifications  
 American Concrete Institute Technician, Grade I

**JACOB M. ROMO, Inspector**  
 Years Experience: 4 Education: Inspection Technology Consultants  
 Active Certifications  
 ICBO Reinforced Concrete Deputy Inspector, 1999  
 ICBO Reinforced Masonry Deputy Inspector, 2000  
 ICBO Pre-Stressed/Post-Tensioned Deputy Inspector, 2001  
 Certified CPN Nuclear Gauge Technician, 2000  
 American Concrete Institute Technician Grade I

**DANTE SANDAJAN, Technician**  
 Years Experience: 11 Education: BS/1980/Civil Engineering  
 Active Certifications  
 American Concrete Institute Grade I Technician  
 Nuclear Gauge Safety Training

**GEORGE SCHUBERT, Technician**  
 Years Experience: 17  
 Active Certifications  
 American Concrete Institute (ACI) Technician, Grade I  
 Caltrans Certification of Soil Proficiency  
 Certified Campbell and Troxler Nuclear Gauge

**ADAM SPICER, Inspector**  
 Years Experience: 9  
 Active Certifications

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American Concrete Institute Grade I Technician  
 ICBO Inspector, Reinforced Concrete  
 ICBO Inspector, Steel Welding  
 ICBO Building Inspector  
 County of Los Angeles Reinforced Concrete and Structural Masonry

**FRANK 'HUTCH' THAMES, Technician**

Years Experience: 20 Education: BA, Business Administration, California State University, Fullerton, 1982

Active Certifications  
 American Concrete Institute Grade I Technician  
 Los Angeles City Grading Deputy N99-J889  
 HAZmat and Hazwaste OP and Emergency Response #1870  
 Caltrans certified for MS125, AG125, AC125, PC125, PC375

**JOHN WONG, Inspector**

Years Experience: 24 Education: BS/1979/Construction Engineering; AA/1975/Architecture

Active Certifications  
 ICBO Certified Inspector - Reinforced & Prestressed Concrete  
 ICBO Certified Inspector - Structural Masonry  
 Reinforced Masonry Special Inspector N99-3950  
 Reinforced Concrete, Prestressed Concrete Inspector, R99-3898  
 City of Irvine Certified Special Inspector  
 Orange County Certified Special Inspectors # 948  
 City of Long Beach Certified Special Inspector #678  
 Caltrans MR-0111 Certification (125, 216, 231, 504, 518, 533, 539, 540, 541)  
 Public Work Construction Inspection Certificate  
 Licensed Deputy Building Inspector for Reinforced Concrete, Prestressed Concrete, Masonry and Shotcrete, City of Los Angeles  
 ACI Certified Grade I Technician  
 NICET Certified Engineering Technologist  
 California Licensed General Building Contractor  
 DSA Masonry Inspector

**CHRIS KEEFE, Inspector**

Years Experience: 6 Education: AA, Geology, Mesa Community College, May 1998

Active Certifications  
 American Concrete Institute (ACI), #00001369  
 Radiation Safety and Use of Nuclear Soil Gauges, 2000  
 Los Angeles City Deputy Grading Inspector, #P021876  
 ICBO Reinforced Concrete No. 5104788-48  
 ICBO Structural Masonry No. 5104788-84  
 City of Long Beach Deputy Driven Pile Inspector, Cert. No. D794  
 NICET Certifications for Soils, Asphalt, and Concrete, Level I, #105664  
 County of Orange Special Inspector for Structural Masonry

**TROY DEGENER, Inspector**

Years Experience: 6 Education: AA, General Studies, Cypress College, 1996

Active Certifications  
 ICBO Certification, Reinforced Concrete #5114248-49  
 ICBO Certification, Masonry #5114248-84  
 ICBO Certification, Fireproofing #511424-868  
 American Concrete Institute Grade I Technician, 2003

**AL HILL, Inspector**

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Years Experience: 7 Education: Business, Orange Coast College, Costa Mesa, CA, 1995-1998

**Active Certifications**  
 AWS Certified Welding Inspector, Certificate #01121551  
 ICBO Certified Special Inspector, Structural Steel and Welding, Certificate #5050880-85  
 ICBO Certified Special Inspector Reinforced Concrete, Certificate #5050880-49  
 ICBO Certified Special Inspector Spray Applied Fireproofing, Certificate #5050880-86  
 ICBO Certified Special Inspector Prestressed Concrete, Certificate #5050880-92  
 ICBO Certified Special Inspector Structural Masonry, Certificate #5050880-84  
 ACI Certified Concrete Field Testing Technician, Grade I, Certificate #057581

**SCOTT MORRIS, Technician**

Years Experience: 6 Education: BS, Geological Sciences, California State University, Fullerton

**Active Certifications**  
 Caltrans Certifications: AG 125, AC 125, AC 216, AC 231, AC 375  
 City of Irvine Asphalt Inspector # 1684  
 40-Hour Hazardous Materials Certification  
 CPN Nuclear Gauge Certification No. 30754  
 Radiation Safety and Use of Nuclear Soil Gauges  
 City of Westminster Pile Driving

**JADE SILL, Technician**

Years Experience: 4 Education: BA, Geography/Environmental Analysis, California State University, Fullerton

**Active Certifications**  
 City of Irvine Asphalt Inspector #1840  
 40-Hour Hazardous Materials Certification  
 CPN Nuclear Gauge Certification  
 Radiation Safety and Use of Nuclear Soil Gauges

**ANTHONY YODER, Inspector**

Years Experience: 4

**Active Certifications**  
 ICBO Certification, Reinforced Concrete #5006862-49  
 ICBO Certification, Structural Masonry #5006862-84  
 ICBO Certification, Prestressed Concrete #5006862-89  
 ICBO Certification, Structural Steel Welding (Pending)  
 American Concrete Institute Field Technician, Grade I

### Section 5: Contract

Based on our review of the City's sample Agreement, we have a few comments we would like considered:

Section 7. Disposition of Plans, Estimates and Other Documents - We would like to modify the last sentence of this section to say something similar to "These materials may be used by City, provided they are not used for a purpose other than for which they were intended, and not altered without our express permission."

Section 8. Hold Harmless - We would like to insert the words "to the extent" before the words "arising out of..." in the first sentence of this section.

Section 9. Professional Liability Insurance - Kleinfelder is self insured and has a self-insured retention. Prior to initiating work, Kleinfelder will need the City's express written consent.

Kleinfelder has contracted with numerous cities and governmental agencies since its inception, and are certain that we can negotiate a mutually acceptable contract with the City of Huntington Beach.

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# EXHIBIT B

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**KLEINFELDER**  
An employee owned company

April 15, 2005

Mr. Eric R. Charlonne, Construction Manager  
Engineering Division, Department of Public Works  
City of Huntington Beach  
City Hall, 200 Main Street  
Huntington Beach, CA 92648

**Subject: Fee Proposal for Professional Testing and Inspection Services, Capital Improvement Projects**

Dear Mr. Charlonne,

Kleinfelder is pleased to present our proposal to provide the materials testing and inspection services to the City of Huntington Beach (City).

As requested, the attached fee proposal is valid for a 60-day period. I have the authority to negotiate and contractually bind our firm to any agreement made with the City. If you have any questions or need additional information, please do not hesitate to contact the undersigned at (909) 396-0335.

Sincerely,  
KLEINFELDER, INC.

John S. Lohman, PE, GE  
Vice President/Los Angeles Regional Manager

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**Fee Schedule**  
**City of Huntington Beach**  
**KLEINFELDER PROPOSAL NUMBER 5803PROP**  
**SPECIAL INSPECTION & MATERIALS TESTING SERVICES**

**FEE SCHEDULE**

	unit type	@	Rate
<b>Inspection Rates</b>			
Transportation of samples within a 30 mile radius	per hour	@	\$40
Soils Technician	per hour	@	\$73
Masonry Inspection	per hour	@	\$73
Reinforced Concrete Inspection	per hour	@	\$73
Perstressed Concrete Inspection	per hour	@	\$73
Post-Tensioned Concrete Inspection	per hour	@	\$73
Batch Plant Inspection	per hour	@	\$73
Roofing Inspection	per hour	@	\$83
Roofing Inspection	per hour	@	\$83
Fireproofing Inspection	per hour	@	\$73
Asphalt Inspection	per hour	@	\$73
Mechanical Inspection	per hour	@	\$83
Electrical Inspection	per hour	@	\$83
Plumbing Inspection	per hour	@	\$83
Visual welding Inspection	per hour	@	\$73
Non-destructive Testing	per hour	@	\$83
Staff Engineer	per hour	@	\$125
Principal Engineer	per hour	@	\$135
Diamond Bit Coring (two man crew rate does not include equipment	per hour	@	\$185
Mix Design Review	each	@	\$190
General Public Works Inspector	per hour	@	\$83

**Laboratory Testing Rates**

Compaction Test (curve)	each	@	\$173
Maximun Density Test using Dry Method	each	@	\$195
Sieve Analysis	each	@	\$105
"R" Value	each	@	\$240
Moisture Content Determination	each	@	\$20
Specific Gravity of Coarse Aggregate	each	@	\$85
Hollow Block Compression Test	each	@	\$55
Mortar Cylinder, 2"x4" Compression Test	each	@	\$22
Density of Sprayed-on Fireproofing	each	@	\$85
High Strength Bolts, Nuts & Washers (proof load)	each	@	\$45
Pull Out /Torque Tests (embedded bolts/anchors/dowels)	per day	@	\$98

This proposal assumes prevailing wage laws do apply to the subject project.

**BASIS OF CHARGE**

Standard Rate - \$73 per hour for Special Inspectors

<u>HOURS WORKED</u>	<u>HOURS BILLED</u>
Canceled work	2
0-4 hours	4
4-8 hours	8
8-12 & Saturday	Time and One-Half
Greater than 12, Sundays & Holidays	Double Time

\* Travel time and mileage rates will be invoiced for projects outside 50 mile radius of the City of Huntington Beach

E-8.43



# PROFESSIONAL SERVICE CONTRACTS PURCHASING CERTIFICATION

1. Requested by: D Verone
2. Date: June 1, 2005
3. Name of consultant: , 1. Aseco, Inc. 2.Harrington Geotechnical Engineering, Inc.3. Smith- Emery4. Kleinfelder, Inc
4. Attach the written statement of the specification, conditions and other requirements for the requested services that was provided to solicited consultatnts in your answer to 11 of this form.
5. Amount of the contract: \$1,000,000.00
6. Are sufficient funds available to fund this contract?<sup>1</sup>  Yes,  No
7. Company number and object code where funds are budgeted: .CIP
8. Is this contract generally described on the list of professional service contracts approved by the City Council?  Yes,  No
9. Is this contract within \$25,000 or 25% (whichever is less) of the amount stated on the list of professional service contracts approved by the City Council?<sup>1</sup>  
 Yes,  No
10. Were (at least) informal written proposals requested of three consultants?  
 Yes,  No
11. Attach list of consultants from whom proposals were requested (including a contact telephone number).
12. Attach proposed scope of work.
13. Attach proposed payment schedule.

  
 RICHARD AMADRIL, Manager  
 Purchasing/Central Services

E - 8.44

<sup>1</sup> If the answer to any these questions is "No," the contract will require approval from the City Council.