



## City Council Staff Report

Date: April 6, 2011

CONSENT CALENDAR

Subject: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH SOUTHERN CALIFORNIA SOIL & TESTING, INC. FOR ON-CALL SOILS, GEOTECHNICAL AND MATERIALS TESTING SERVICES

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

---

### SUMMARY

Approval of this item will allow the Public Works & Engineering Department to enter into a multi-year "on-call" agreement with Southern California Soil & Testing, Inc., to provide the Department with soils, geotechnical and materials testing services for a variety of public works projects.

### RECOMMENDATION:

- 1) Approve Agreement No. \_\_\_\_\_ with Southern California Soil & Testing, Inc., for "on-call" soils, geotechnical and materials testing services for an initial three (3) year term, subject to two (2) additional one (1) year extensions approved at the discretion of the City Manager; and
- 2) Authorize the Director of Public Works/City Engineer to approve Purchase Orders for services associated with budgeted capital improvement projects pursuant to the terms of the Agreement for amounts up to \$25,000; and
- 3) Authorize the City Manager to approve Purchase Orders for services associated with budgeted capital improvement projects pursuant to the terms of the Agreement for amounts in excess of \$25,000; and
- 4) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The City of Palm Springs Public Works & Engineering Department requires As-Needed, "On-Call" Soils, Geotechnical and Materials Testing Services for a variety of future capital improvement projects. The full extent of required testing services is not known

ITEM NO. 25

at the present time, however, generally the Department anticipates the need for soils, geotechnical and materials testing services in accordance with appropriate test methods and standards appropriate for the construction being monitored.

In the past, the Department would enter into separate contracts with materials testing firms for services on individual projects. By entering into a multi-year on-call agreement, the Department will have a better ability to schedule required materials testing services as projects proceed into construction.

This project requires the services of a professional firm to perform the required soils, geotechnical and materials testing services. Staff prepared a Request for Proposals (RFP) to solicit on-call services. On January 6, 2011, the RFP was published and made available to firms through the City's Division of Procurement and Contracting, and by the February 8, 2011, deadline, proposals from the following 10 firms were received:

C.H.J., Inc.; Colton, CA  
Converse Consultants; Redlands, CA  
Earth Systems Southwest; Bermuda Dunes, CA  
Geocon Inc.; San Diego, CA  
Hushmand Associates, Inc.; Irvine, CA  
Leighton; Palm Desert, CA  
LOR Geotechnical Group, Inc.; Riverside, CA  
MACTEC Engineering and Consulting, Inc.; Cathedral City, CA  
Sladden Engineering; Indio, CA  
Southern California Soils & Testing, Inc.; Indio, CA

Following review of the proposals by a Selection Committee, a clear consensus of Southern California Soil & Testing, Inc., as the top ranked firm was made.

### **Local Business Preference Compliance**

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires consultants to use good faith efforts to solicit applications for employment and proposals for sub-consultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible. The selected firm is considered a local business, having an office located in Indio.

### **FISCAL IMPACT:**

The on-call agreement has no specific maximum contract sum. The scope of services required by this Agreement will vary dependent upon the number and type of Public Works capital projects requiring the Consultant's services. The annual level of services required by this Agreement is unknown, and may significantly increase or decrease from year to year.

By approval of this Agreement, the City Council authorizes the subsequent approval of individual Purchase Orders in those amounts sufficient to cover the cost of required services (pursuant to Schedule "D" of the Agreement) necessary for Public Works capital projects.

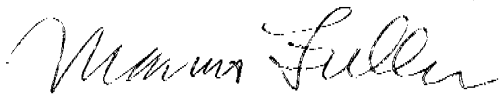
In order to allow for greater efficiency of the Council's and staff's time, it is recommended that the City Council authorize the Director of Public Works/City Engineer to approve Purchase Orders for amounts up to \$25,000 for on-call services related to individual capital projects that have been previously budgeted. Additionally, it is recommended that the City Council authorize the City Manager to approve Purchase Orders for amounts in excess of \$25,000 for on-call services related to individual capital projects insofar as the cost of the services authorized by any Purchase Order pursuant to this Agreement is encumbered from funds previously budgeted for the associated Public Works capital project, and not from General Fund balance.

In this way, the City Council need not review and approve any individual Purchase Order issued for on-call services pursuant to this Agreement, provided the funds to encumber the Purchase Order are available with previously budgeted funds.

SUBMITTED:

Prepared by:

Recommended by:

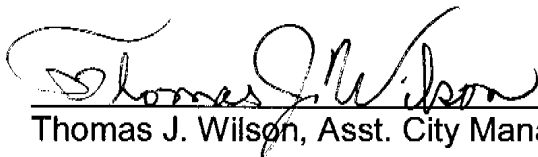
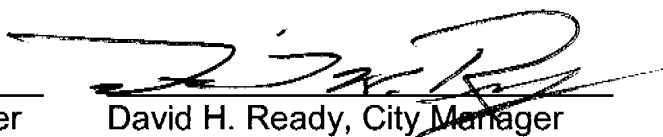


Marcus L. Fuller  
Assistant Director of Public Works



David J. Barakian  
Director of Public Works/City Engineer

Approved by:

  
Thomas J. Wilson, Asst. City Manager  
David H. Ready, City Manager

ATTACHMENTS:

1. Agreement

**CITY OF PALM SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
ON-CALL SOILS, GEOTECHNICAL AND MATERIALS TESTING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, (hereinafter referred to as "City") and Southern California Soil & Testing, Inc., (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has determined that there is a need for As-Needed, "On-Call" Soils, Geotechnical and Materials Testing Services for a variety of future public works projects, (hereinafter the "Project").

B. Consultant has submitted to City a proposal to provide As-Needed, "On-Call" Soils, Geotechnical and Materials Testing Services for a variety of future public works projects to City pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.0 SERVICES OF CONTRACTOR**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced professionals performing similar work under similar circumstances.

**1.2 Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Consultant's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1<sup>st</sup>) the provisions of the Scope of Services (Exhibit "A"); (2<sup>nd</sup>) the provisions of the City's Request for Proposal (Exhibit "B"); (3<sup>rd</sup>) the terms of this Agreement; and, (4<sup>th</sup>) the provisions of the Consultant's Proposal (Exhibit "C").

**1.3 Compliance with Law.** Consultant warrants that all Services rendered hereunder shall be performed in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

**1.5 Familiarity with Work.** By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

**1.6 Care of Work.** Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or

damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

**1.7 Further Responsibilities of Parties.** Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**1.8 Additional Services.** [Reserved].

## **2.0 COMPENSATION**

**2.1 Maximum Contract Amount.** City and Consultant hereby acknowledge and agree that the scope of services required by this Agreement will vary dependent upon the number and type of Public Works capital projects requiring the Consultant's services; and no guarantee of the extent and type of services required of Consultant under the terms of this Agreement is made by the City. The annual level of services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the fact that the number and type of Public Works capital projects requiring the Consultant's services has not been identified for this contract, City and Consultant hereby acknowledge and agree that there shall be no specific "Maximum Contract Sum". For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "D" and incorporated herein by this reference.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment for time and materials based upon the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "D", or (iii) such other methods as may be specified in the Schedule of Compensation. Compensation shall include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense, and all other necessary expenditures required to perform the professional services under this Agreement. Compensation shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City; Consultant shall not be entitled to any additional compensation for attending said meetings. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefore.

It is expressly agreed that the maximum contract amount of this Agreement is undefined, subject to the number and type of Public Works capital projects requiring the Consultant's services throughout the duration of the term of this Agreement. Consultant shall be entitled to compensation in accordance with separate City authorized "Task Orders" (Purchase Orders) with corresponding Not-to-Exceed payment amounts established pursuant to the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "D". Consultant's compensation shall be limited to the amount identified on each separate, individually authorized Task Order corresponding to a City Project requiring the services of the Consultant.

By approval of this Agreement, the City Council hereby authorizes the subsequent approval of individual Task Orders (Purchase Orders) in those amounts sufficient to cover the cost of required services (pursuant to Schedule "D") necessary for Public Works capital projects. The City Council authorizes the Director of Public Works/City Engineer to approve Task Orders (Purchase Orders) for amounts up to \$25,000, and authorizes the City Manager to approve Task Orders (Purchase Orders) for any amount in excess of \$25,000, insofar as the cost of the services authorized by any Task Order (Purchase Order) pursuant to this Agreement is encumbered from funds previously budgeted for the associated Public Works capital project, and not from General Fund balance.

**2.2 Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical. There shall be a maximum of one payment per month.

**2.3 Changes in Scope.** In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

**2.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Palm Springs City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

### **3. SCHEDULE OF PERFORMANCE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance (Exhibit "E").

**3.2 Schedule of Performance.** Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "E" and is incorporated herein by reference. When requested by Consultant,

extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

**3.4 Term.** Unless earlier terminated under the terms of this Agreement, this Agreement shall continue in full force and effect for three (3) years. At the sole discretion of the Director of Public Works/City Engineer, upon written notice to Consultant and the City Clerk, the term of this Agreement may be extended for two (2) additional one (1) year terms.

#### **4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Garrett Fountain, P.E., G.E. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

**4.2 Contract Officer.** The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.



**4.3 Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

**4.4 Independent Contractor.**

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional

fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

## 5. INSURANCE

**5.1 Types of Insurance.** Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City

Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

**5.2 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

**5.3 Other Insurance Requirements.** The following provisions shall apply to the

insurance policies required of Consultant pursuant to this Agreement:

- 5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it

waive any rights hereunder in this or any other regard.

- 5.3.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

**5.4 Sufficiency of Insurers.** Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

**5.5 Verification of Coverage.** Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and

## Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. \_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. \_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

## 6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless, or willful performance of or failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness, or willful misconduct of the City, its officers, council

members, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness, or willful misconduct of Consultant to any extent, then City shall reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs, and expenses that were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

## **7. REPORTS AND RECORDS**

**7.1 Accounting Records.** Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

**7.2 Reports.** Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

**7.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

**7.4 Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

**7.5 Audit and Inspection of Records.** After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

## **8. ENFORCEMENT OF AGREEMENT**

**8.1 California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**8.2 Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be



employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

**8.3 Termination.** City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

**8.4 Default of Consultant.**

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.B, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

**8.5 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement

of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

**8.6 Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**8.7 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**8.8 Attorney Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

## **9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**9.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

**9.3 Covenant Against Discrimination.** In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated

during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Patent and Copyright Infringement.**

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

**10.2 Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm springs  
Attention: City Manager & City Clerk  
3200 E. Tahquitz Canyon Way  
Palm springs, California 92262  
Telephone: (760) 323-8204  
Facsimile: (760) 323-8332

To Consultant: Southern California Soil & Testing, Inc.  
83-740 Citrus Avenue, Suite G  
Indio, CA 92201  
Attention: Garrett Fountain, PE, GE  
Telephone: (760) 775-5983  
Facsimile: (760) 775-8362

**10.3 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

**10.4 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**10.5 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.6 Third Party Beneficiary.** Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

**10.7 Recitals.** The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.8. Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this

Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the City and the Consultant have caused this Agreement to be executed the day and year first above written.

**ATTEST:  
CITY OF PALM SPRINGS, CA**

**CONTENTS APPROVED:**

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Engineer

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED BY CITY COUNCIL:**

By \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_ Agreement No. \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT**

Name: Southern California Soil & Testing, Inc.

Check one:  Individual  Partnership  Corporation

Corporations require two notarized signatures: One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

Address: 83-740 Citrus Avenue, Suite G  
Indio, CA 92201

By: \_\_\_\_\_  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
 County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here insert Name and Title of the Officer  
 personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above \_\_\_\_\_ Signature \_\_\_\_\_  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

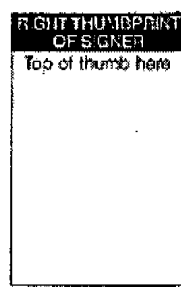
### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Consultant shall provide As-Needed, On Call Soils, Geotechnical and Materials Testing Services to the City of Palm Springs Public Works & Engineering Department. These services will be on an intermittent as-needed basis. The scope of work is generally described as follows:

Provide peer review of soils and geotechnical reports, or other geotechnical documentation.

Provide soils and geotechnical design and/or testing of materials and other professional work under the direction of the Consultant.

Consultant may assist the City with various assignments including but not limited to:

1. Plan checking and review services as related to soils and geotechnical engineering design and/or materials testing for City Transportation Projects, Capital Improvement Projects, Grading & Drainage Plans & Reports prepared by the City and/or for private development projects.
2. Preparation of soils reports, geotechnical testing, testing of materials, materials specification recommendations and other related reports for a wide variety of Road & Bridge Transportation Projects, Grading & Drainage Plans and Reports, Storm Drain Projects and/or other Capital Improvement Projects requiring Professional Soils, Geotechnical, and Materials Testing Services.
3. Provide other as-needed Professional Soils, Geotechnical, and Materials Testing Services to assist the City of Palm Springs Public Works & Engineering Department as requested.
4. Provide an Engineer of Record" for all design, materials testing and inspection services required appropriately registered as a professional engineer in the State of California.
5. Provide applicable current and valid certifications for all personnel and laboratories used in the performance of the work.
6. Provide geotechnical investigations and lab testing to evaluate soil characteristics, geophysical investigations, groundwater elevation, and landslide, liquefaction, geological hazard investigations.
7. Provide remediation services in design phase and/or in the event of unforeseen soil, water seepage, hazardous material, or geologic problems encountered during construction.
8. Understanding of and extensive experience with Federal (FEMA), National and/or applicable International (AASHTO and/or ASTM), State (Caltrans) and Local guidelines, procedures, and certifications for laboratory and personnel assigned to City projects.

Consultant's responsibilities may include, but are not limited to: testing and sampling of soil, Portland cement products (concrete, grout, mortar, etc), steel, masonry, aggregate and asphalt concrete, welding inspection for reinforcing steel and structural steel, and non destructive materials testing. Ability to perform site borings, cone penetration testing, trenching, evaluation of geological setting, condition, structure and formation, testing and evaluation of soil characteristics, geophysical investigation, groundwater evaluation, investigating landslides and geological hazards (including local and regional seismic faults) and potential for liquefaction materials/engineering services may also be required during project design phase and/or in the



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

event unforeseen soil, water seepage, or geologic problems are encountered during construction.

Work tasks may include federally funded or locally funded projects. For work on federally funded projects, all Federal Aid provisions and requirements shall be adhered to. Consultant shall document the results of the work to the satisfaction of the City and for federally funded projects, the State and Federal Highway Administration as appropriate.

Federal Acquisition Regulations in Title 48, CFR 31 are the governing factors regarding allowable elements of cost for all federally funded projects that Consultant is tasked to provide.

The period of time that the consultant's records shall be retained for inspection by the State, FHWA, or their duly authorized representative must be at least three years after final payment to the consultant for all federally funded projects.

All tracings, plans, specifications and maps prepared or obtained under the terms of the agreement with the City shall be delivered to and become property of the City and basic survey notes and sketches, charts, computations and other data, prepared or obtained under such agreement shall be made available, upon request, to the City without restriction or limitation on their use. At the conclusion of the task, Consultant shall submit to the City a project completion file which contains the required information, forms, certifications, communications, etc. A digital version of the project file shall also be submitted on CD containing all required documentation in PDF form as well as any modifiable document used (.doc files, etc.). The required project file shall be submitted before the final payment and retention can be released.

#### **TASK 1 - Kick off Meeting**

Participate in Kick off Meeting with City and review project goals, scope, work flow methodology. Introduce key staff. Review responsibilities of both Consultant and the City.

#### **TASK 2 - Provide Services .**

Respond to specific project requests and provide services as needed and as requested in writing by the City.

#### **TASK 3 - Billing and Invoicing**

Submit invoices monthly with detailed accounting of staff hours attributed to specific project billings with all staff hours attributed to project. Use City Project numbers also so each project can be separately accounted for.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Responsibilities of the City:**

1. The City will direct the development of individual projects in writing, provide management oversight, coordinate with third party consultants as needed and conduct administrative arrangements.
2. The City will provide Consultant with a brief scope of work for specific federally funded and/or locally funded projects as needed for City projects for Consultant's use in preparing a cost and time schedule estimate based upon billable hours and rates pursuant to this Agreement. If satisfactory, the City shall provide a written acceptance of Consultant's estimate and issue a separate Notice to Proceed as a Task Order. Alternately, the City may issue a Task Order to perform work without an estimate due to the nature of the project. All work will be based on the approved agreement.
3. The City will pay an agreed upon amount normally within 30 days after receipt of an invoice(s). The City may retain 10% of each invoice on a case by case basis for Task Orders that have been negotiated based on scope of work if the City feels it is appropriate.
4. The City will not be able to provide dedicated workspace facilities i.e. office space.
5. The City reserves the right to perform any portion of the scope of work with City personnel and/or by other Consultants.

**END OF EXHIBIT "A"**

**EXHIBIT "B"**  
**CITY'S REQUEST FOR PROPOSALS**

**CITY'S REQUEST FOR PROPOSALS FOLLOWS THIS PAGE**

**CITY OF PALM SPRINGS, CA  
NOTICE INVITING PROPOSALS FOR RFP #07-11  
ON-CALL SOILS, GEOTECHNICAL AND MATERIALS TESTING SERVICES**

**NOTICE IS HEREBY GIVEN** that the City of Palm Springs is requesting proposals from qualified professional firms to provide the City with As-Needed, "On-Call" Soils, Geotechnical and Materials Testing Services for a variety of future public works projects, (hereinafter the "Project"). The selected firm will be expected to provide on-call services as necessary for implementing the Project.

**PROJECT LOCATION:** Citywide, at the discretion of the Director of Public Works/City Engineer.

**SCOPE OF SERVICES:** The scope of work will consist of providing on-call geotechnical and materials testing services in accordance with appropriate test methods and standards appropriate for the construction being monitored.

**OBTAINING RFP DOCUMENTS AND ADDENDA:** The RFP document may be downloaded via the internet at [www.palmspringsca.gov](http://www.palmspringsca.gov) (go to Departments, Procurement, Open Bids & Proposals), or by calling the Office of Procurement and Contracting, (760) 322-8373. Upon downloading the RFP via the internet, contact Cheryl Martin, Procurement Specialist I, via email at [Cheryl.Martin@palmspringsca.gov](mailto:Cheryl.Martin@palmspringsca.gov) to register as a firm interested in this project. Failure to register may result in not receiving addenda to the RFP.

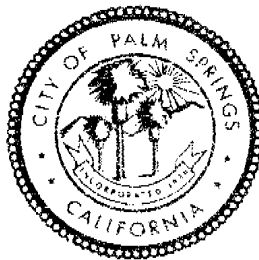
**EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:** This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE IS NOT EVALUATED AS PART OF THE EVALUATION CRITERIA.** The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Palm Springs City Council. The selected firm will be required to comply with all insurance and license requirements of the City.

**DEADLINE:** All proposals must be received in the Procurement and Contracting Office, 3200 E. Tahquitz Canyon Way, Palm Springs, CA, 92262 by **3:00 P.M., LOCAL TIME, TUESDAY, FEBRUARY 8, 2011.** The receiving time in the Procurement Office will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

---

Marcus L. Fuller, P.E., P.L.S.  
Assistant Director of Public Works/  
Assistant City Engineer

January 6, 2011



**CITY OF PALM SPRINGS, CA  
REQUEST FOR PROPOSALS (RFP) #07-11  
ON-CALL SOILS, GEOTECHNICAL AND MATERIALS TESTING SERVICES**

Requests for Proposals (RFP #07-11), for As-Needed, "On-Call" Soils, Geotechnical and Materials Testing Services for the City of Palm Springs, CA, (hereinafter the "RFP") will be received at the Office of Procurement & Contracting, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. LOCAL TIME, TUESDAY, FEBRUARY 8, 2011**. It is the responsibility of the proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Procurement Office will be the governing time for acceptability of RFP proposals. Telegraphic, telephonic, faxed or emailed RFP proposals will not be accepted. Late RFP proposals will be returned unopened. Failure to register as a proposer to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

**1. PURPOSE AND SCHEDULE:** The City of Palm Springs is requesting proposals from qualified professional firms to provide As-Needed, On Call Soils, Geotechnical and Materials Testing Services. These services will be on an intermittent basis. The selected firm may assist the City with various soils and geotechnical engineering assignments for Federal Aid funded or locally funded projects, including but not limited to:

- Testing of materials for City road, bridge and other capital improvement projects.
- Third party review of private and public development projects.
- Preparation of Soils and Geotechnical Reports and third party review of same for a wide variety of private development, public development, road and bridge transportation projects.
- Other as-needed Professional Soils & Geotechnical Engineering Design and Material Testing Services to assist the City of Palm Springs Public Works & Engineering Department.

**SCHEDULE:**

Notice requesting Proposals posted and issued ..... January 6, 2011  
**Deadline for receipt of Questions** ..... **Monday, January 31, 2011, 3:00 P.M.**  
**Deadline for receipt of Proposals** ..... **Tuesday, February 8, 2011, 3:00 P.M.**  
Short List / Interviews, *\*if desired by City* ..... to be determined  
Contract awarded by City Council ..... to be determined

**NOTE: There will NOT be a pre-proposal conference for this procurement.**

***\*Dates above are subject to change.***

**2. BACKGROUND:**

The City of Palm Springs Public Works & Engineering Department requires As-Needed, "On-Call" Soils, Geotechnical and Materials Testing Services for a variety of future capital improvement projects. The full extent of required testing services is not known at the present time, however, generally the Department anticipates the need for soils, geotechnical and

materials testing services in accordance with appropriate test methods and standards appropriate for the construction being monitored.

### 3. SCOPE OF WORK:

The selected firm shall provide As-Needed, On Call Soils, Geotechnical and Materials Testing Services to the City of Palm Springs Public Works & Engineering Department in accordance with all provisions within this RFP. These services will be on an intermittent as-needed basis. The scope of work is generally described as follows:

Provide peer review of soils and geotechnical reports, or other geotechnical documentation.

Provide soils and geotechnical design and/or testing of materials and other professional work under the direction of the Consultant.

The selected firm may assist the City with various assignments including but not limited to:

1. Plan checking and review services as related to soils and geotechnical engineering design and/or materials testing for City Transportation Projects, Capital Improvement Projects, Grading & Drainage Plans & Reports prepared by the City and/or for private development projects.
2. Preparation of soils reports, geotechnical testing, testing of materials, materials specification recommendations and other related reports for a wide variety of Road & Bridge Transportation Projects, Grading & Drainage Plans and Reports, Storm Drain Projects and/or other Capital Improvement Projects requiring Professional Soils, Geotechnical, and Materials Testing Services.
3. Provide other as-needed Professional Soils, Geotechnical, and Materials Testing Services to assist the City of Palm Springs Public Works & Engineering Department as requested.
4. Provide an Engineer of Record" for all design, materials testing and inspection services required appropriately registered as a professional engineer in the State of California.
5. Provide applicable current and valid certifications for all personnel and laboratories used in the performance of the work.
6. Provide geotechnical investigations and lab testing to evaluate soil characteristics, geophysical investigations, groundwater elevation, and landslide, liquefaction, geological hazard investigations.
7. Provide remediation services in design phase and/or in the event of unforeseen soil, water seepage, hazardous material, or geologic problems encountered during construction.
8. Understanding of and extensive experience with Federal (FEMA), National and/or applicable International (AASHTO and/or ASTM), State (Caltrans) and Local guidelines, procedures, and certifications for laboratory and personnel assigned to City projects.

The selected firm's responsibilities may include, but are not limited to: testing and sampling of soil, Portland cement products (concrete, grout, mortar, etc), steel, masonry, aggregate and asphalt concrete, welding inspection for reinforcing steel and structural steel, and non destructive materials testing. Ability to perform site borings, cone penetration testing, trenching, evaluation of geological setting, condition, structure and formation, testing and evaluation of soil characteristics, geophysical investigation, groundwater evaluation, investigating landslides and geological hazards (including local and regional seismic faults) and potential for liquefaction materials/engineering services may also be required during project design phase and/or in the event unforeseen soil, water seepage, or geologic problems are encountered during construction.

Work tasks may include federally funded or locally funded projects. For work on federally funded projects, all Federal Aid provisions and requirements shall be adhered to. The selected firm shall document the results of the work to the satisfaction of the City and for federally funded projects, the State and Federal Highway Administration as appropriate.

Federal Acquisition Regulations in Title 48, CFR 31 are the governing factors regarding allowable elements of cost for all federally funded projects that the selected firm is tasked to provide.

The period of time that the consultant's records shall be retained for inspection by the State, FHWA, or their duly authorized representative must be at least three years after final payment to the consultant for all federally funded projects.

All tracings, plans, specifications and maps prepared or obtained under the terms of the agreement with the City shall be delivered to and become property of the City and basic survey notes and sketches, charts, computations and other data, prepared or obtained under such agreement shall be made available, upon request, to the City without restriction or limitation on their use. At the conclusion of the task, the selected firm shall submit to the City a project completion file which contains the required information, forms, certifications, communications, etc. A digital version of the project file shall also be submitted on CD containing all required documentation in PDF form as well as any modifiable document used (.doc files, etc.). The required project file shall be submitted before the final payment and retention can be released.

#### TASK 1 - Kick off Meeting

Participate in Kick off Meeting with City and review project goals, scope, work flow methodology. Introduce key staff. Review responsibilities of both the selected firm and the City.

#### TASK 2 - Provide Services .

Respond to specific project requests and provide services as needed and as requested in writing by the City.

#### TASK 3 - Billing and Invoicing

Submit invoices monthly with detailed accounting of staff hours attributed to specific project billings with all staff hours attributed to project. Use City Project numbers also so each project can be separately accounted for.

#### **Responsibilities of the City:**

1. The City will direct the development of individual projects in writing, provide management oversight, coordinate with third party consultants as needed and conduct administrative arrangements.
2. The City will provide the selected firm with a brief scope of work for specific federally funded and/or locally funded projects as needed for City projects for the selected firm's use in preparing a cost and time schedule estimate based upon billable hours and rates as agreed as a result of this RFP. If satisfactory, the City shall provide a written acceptance of the selected firm's estimate and issue a separate Notice to Proceed as a Task Order. Alternately, the City may issue a Task Order to perform work without an estimate due to the nature of the project. All work will be based on the approved agreement.
3. The City will pay an agreed upon amount normally within 30 days after receipt of an invoice(s). The City may retain 10% of each invoice on a case by case basis for Task Orders that have been negotiated based on scope of work if the City feels it is appropriate.
4. The City will not be able to provide dedicated workspace facilities i.e. office space.

5. The City reserves the right to perform any portion of the scope of work with City personnel and/or by other Consultants.

#### 4. PROPOSAL REQUIREMENTS:

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Palm Springs relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Palm Springs will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

5. **SELECTION PROCESS:** The City of Palm Springs is utilizing a Qualifications Based Selection process to select a firm to provide the professional services requested by this RFP. The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date, if desired by the City. The format, selection criteria and date of the presentation will be established at the time of short listing. Preparation of proposals in reply to this RFP, and participation in any future presentation is at the sole expense of the firms responding to this RFP.

6. **PROPOSAL EVALUATION CRITERIA:** This solicitation has been developed in the "Request for Proposals" (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Consistent with Federal, State and Local laws for the acquisition of professional services, price is **NOT** an evaluation criteria. Cost proposals submitted in **separate** sealed envelopes are not opened, nor considered during proposal evaluations. Upon selection of the most qualified firm, the associated cost proposal will be used as a basis for contract negotiations. A contract shall be negotiated on the basis of the submitted Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements.

**PRIOR CITY WORK** If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. The Evaluation Committee may request, if desired, formal presentations/interviews from short listed firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria:

#### A. Technical Approach (**30 POINTS**):



Responsiveness and understanding of work to be done and specific experience (i.e. scope of work).

**B. Project Management (30 POINTS):**

Capacity to perform the scope of work and the ability to conclude in a timely manner. Quality of staff based on recent experience.

**C. Experience (25 POINTS):**

Familiarity and specific experience with the required scope of work as well as state and federally funded projects; familiarity with using Caltrans requirements. Identification of similar and applicable references.

**D. Proposal (10 POINTS):**

Overall quality of proposal, including qualifications, thoroughness and appearance.

**E. Local Expertise Demonstrated on the Team (5 POINTS):**

Firms that qualify as a Local Business, or employ local sub-consultants, and submit a valid business license as more fully set forth in Section E.1 below, pursuant to the City of Palm Springs Local Preference Ordinance 1756). The full local preference, five (5) points, will be awarded to those that qualify as a Local Business. Two (2) points will be awarded to a non-local business that employs or retains local residents and/or firms for this project. Non-local firms that do not employ or retain any local residents and/or firms for this project shall earn zero (0) points for this criteria.

**7. PROPOSAL CONTENTS:** Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of thirty (30) pages (sheets of paper, double sided is OK),** including an organization chart, staff resumes and appendices, and cover letter. **NOTE:** Dividers, Attachments included in this RFP to be submitted with the proposal, and Addenda acknowledgments do NOT count toward the 30 page limit. Interested firms shall **submit SIX (6) copies (one marked "Original" plus five copies)** of its proposal by the deadline.

All proposals shall be sealed within one package and be clearly marked, "RFP #07-11, REQUESTS FOR PROPOSALS FOR "ON-CALL" SOILS, GEOTECHNICAL AND MATERIALS TESTING SERVICES". Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Work Proposal. **Proposals not meeting the above criteria may be found to be non-responsive.**

Each proposal must include two sealed envelopes.

**ENVELOPE #1, clearly marked "Work Proposal", shall include the following items:**

- Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- Technical proposal – describe in detail your approach and understanding of all necessary tasks and steps involved in the project; include a list of deliverables
- Related Experience; include relevant experience date, name of agency, and reference name/contact information
- If applicable, your specific request for Local Preference and a copy of a valid business license from a jurisdiction in the Coachella Valley.

**ENVELOPE #2, clearly marked "Cost Proposal", shall include the following item:**

- List the hourly rates (or other rates as they may apply) for the various types of on-site inspection that are typically performed for public works type projects (earthwork, roadway construction, bridge construction, etc.).
- List the unit cost for each type of standard test method typically performed for public works type projects (earthwork, roadway construction, bridge construction, etc.).
- List the standard reports typically prepared for public works type projects (earthwork, roadway construction, bridge construction, etc.) and note any additional costs that may be incurred for the preparation of these reports.
- List any reimbursable expenses the City may incur.
- List any additional costs, such as drive time, that the City may incur in conjunction with the duties of the Materials Testing and Inspection firm.
- Complete the "Pricing Exercise" attached hereto as Attachment "B" utilizing the rates schedules offered in your proposal.
- Do NOT include Attachment "A" in the Cost Proposal envelope. Attachment "A" is to be included in Envelope #1, Work Proposal.

At a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

### **SECTION A: TECHNICAL APPROACH**

Responsiveness and understand of work to be done (i.e. scope of work). Specific experience with similar soils, geotechnical, and materials testing services.

The selected firm shall have extensive experience with performing drilled borings, cone penetration testing, and trenching; evaluation of geological settings, condition, structure and formation; testing and evaluation of soil characteristics; geophysical investigation; groundwater evaluation, investigating landslides and geological/contamination hazards and potential for liquefaction.

The selected firm shall operate or use laboratory facilities that have and maintain current Caltrans accreditation throughout duration of contract. Verification of minimum required qualification for these accreditations is required to be submitted with the proposal.

### **SECTION B: PROJECT MANAGEMENT**

Capacity to perform the scope of work and the ability to conclude in a timely manner. Quality of staff based on recent experience.

Identify the minimum hours applicable to any single call for soils, geotechnical or materials testing for a City Project located in Palm Springs. Identify whether or not the minimum hours include driving time from the selected firm's offices or laboratory facilities – Identify the location of the firm's office and/or laboratory facilities to serve as the base of operations for this contract. Do not identify hourly rates or charges in this section; hourly rates and charges should be identified in the separately sealed Cost Proposal.

Resumes of project managers, engineers, and other professional staff to be used on this contract shall be provided.

Include professional registrations and affiliations for all registered staff to be used on this contract.

## SECTION C: EXPERIENCE

Familiarity and specific experience with state and federally funded projects; familiarity with using Caltrans requirements. Identification of similar and applicable references.

A list of federally-funded and locally funded projects shall be identified. Include agency name, contact information, description of project, type of funding, etc.

A list of public agency references shall be provided. Emphasis shall be given to those firms that have prior experience or are currently retained in an "As-Need", On-Call basis for other public agencies.

## SECTION D: PROPOSAL

Overall quality of proposal, including qualifications, thoroughness and appearance.

Emphasis shall be given to those firms that appropriately prepare a Proposal in response to this RFP, and do not merely attached the firm's standard Statement of Qualifications to a cover letter as an attempt to respond to this RFP.

## SECTION E: LOCAL EXPERTISE DEMONSTRATED ON THE TEAM

E.1 Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including consultant services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The consultant will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and subconsultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A) and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley with its proposal.**

E.2 List all team members with local expertise. Clearly define their role in the overall project.

**DEADLINE FOR SUBMISSION OF PROPOSALS:** All proposals must be received in the City of Palm Springs, Office of Procurement and Contracting by **3:00 P.M., LOCAL TIME, TUESDAY, FEBRUARY 8, 2011.** Proof of receipt before the deadline is a City of Palm Springs, Office of Procurement and Contracting time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by the Procurement Office prior to the proposal

due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

**City of Palm Springs  
Division of Procurement and Contracting  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: Craig Gladders, C.P.M., Procurement & Contracting Manager**

**QUESTIONS:** Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below WILL be cause for rejection of a proposal.**

**Any questions, technical or otherwise, pertaining to this RFP must be submitted IN WRITING and directed ONLY to:**

Craig Gladders, C.P.M.  
Procurement & Contracting Manager  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262  
via **FAX (760) 323-8238**  
or via **EMAIL: Craig.Gladders@palmspringsca.gov**

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Local Time, Monday, January 31, 2011.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

**FORM OF AGREEMENT:** The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Professional Services Agreement (**see Attachment 1**). Please note that Exhibits A, B, C, D and E are intentionally not complete in the attached document. These exhibits will be negotiated with the selected firm, and will appear in the final Professional Services Agreement executed between the parties. Requested changes to the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

**AWARD OF CONTRACT:** It is the City's intent to award a contract to the firm that can provide all of the services identified in the RFP document. However, the City reserves the right to award a contract to multiple proposers or to a single proposer, or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

**RESPONSIBILITY OF PROPOSER:** All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

**PUBLIC RECORD:** All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for City Council consideration, and/or following award of contract to a specific firm, if any, by the City Council.

**COST RELATED TO PROPOSAL PREPARATION:** The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, development of any technical proposal if requested, or any other aspects of the entire RFP process.

**BUSINESS LICENSE:** The selected firm will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

**PROPOSAL INFORMALITIES OR DEFECTS:** The City of Palm Springs reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to seek new proposals, as best serves the interests of the City.

**INVESTIGATIONS:** The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

**SIGNED PROPOSAL AND EXCEPTIONS:** Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

**EXHIBIT "C"**  
**CONSULTANT'S PROPOSAL**

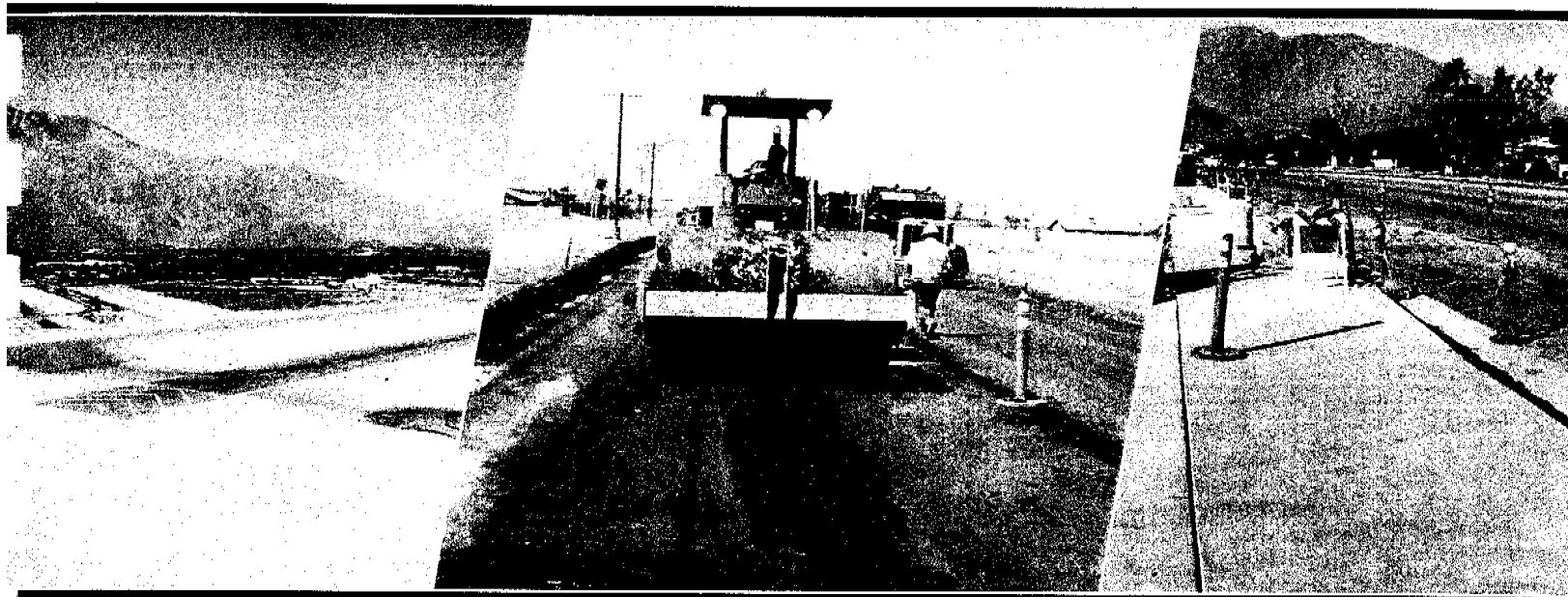
**CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE**

# RESPONSE TO REQUEST FOR PROPOSALS FOR RFP #07-11, ON-CALL SOILS, GEOTECHNICAL AND MATERIALS TESTING SERVICES

Submitted to:

City of Palm Springs  
Division of Procurement & Contracting  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: Craig Gladders, CPM, Procurement & Contracting Manager

February 8, 2011



*BUILDING STRONG RELATIONSHIPS THROUGH OUR COMMITMENT TO QUALITY SERVICE AND ENGINEERING EXCELLENCE*



**SOUTHERN CALIFORNIA  
SOIL & TESTING, INC.**

**Cover Letter**

- A. Technical Approach**
- B. Project Management**  
Organizational Chart  
Resumes
- C. Experience**
- E. Local Expertise**  
Attachment A  
City of Palm Springs Business Licence  
Team Members with Local Experience

**Cost Proposal enclosed in separate sealed envelope.**



**Geotechnical Services**

**Special Inspection & Materials Testing**

**Laboratory Testing Services**

**Third Party QA/QC Services**





# SOUTHERN CALIFORNIA SOIL & TESTING, INC.

A California Certified Small Business Enterprise (SBE)

83-740 Citrus Avenue, Suite G  
Indio, CA 92201  
Phone 760.775.5983  
Fax 760.775.8362  
www.scst.com

February 8, 2010

SCS&T No. 11IS002

City of Palm Springs  
Craig Gladders, CPM  
Procurement & Contracting Manager  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262

Re: Request for Proposal for RFP #07-11, On-Call Soils, Geotechnical and Materials Testing Services

Dear Mr. Gladders:

In response to the Request for Proposal for On-Call Soils, Geotechnical and Materials Testing Services, Southern California Soil & Testing, Inc. (SCS&T) is pleased to submit the following qualifications package to the City of Palm Springs.

SCS&T is a highly respected professional engineering firm committed to providing client-oriented services and engineering excellence through a collaborative spirit that is focused on the community and environment of its clients. The firm is a California Certified Small Business Enterprise (SBE) that has provided services in Southern California for over 50 years. Our team of skilled engineers, inspectors, and technicians has successfully completed hundreds of educational facility projects throughout the Southern California region. We have worked with the City in the past, as well as other cities in the Desert area, including Indio, Coachella, Rancho Mirage, Cathedral City and La Quinta. We have also provided professional services to numerous private clients in the area.

The firm employs over 60 professionals, including licensed engineers, engineering geologists, certified special inspectors, geotechnical and materials technicians, and the appropriate support personnel. We have one of the most reputable full-service and accredited laboratories in Southern California and are within minutes of the City of Palm Springs. We will be utilizing Southwest Geophysical, Inc. to provide any geophysical investigations during this contract.

SCS&T's team is experienced in dealing with various city, local, state and federal agencies. Additionally, we are well-versed in code compliance, guidelines and specifications of a variety of industry related regulatory agencies, and we also maintains a system of checks and balances to ensure our projects are of the highest quality. Our QA/QC program includes biannual and/or annual inspections by Caltrans, AASHTO, CCRL and DSA. We have a comprehensive Quality Assurance Plan (QAP) that is outlined in our regularly updated procedural manuals and is strictly adhered to. SCS&T's principals and supervisors are committed to our program and hold regularly scheduled meetings with our technical staff to maintain familiarity with QA/QC standards.

I welcome the opportunity to continue our working relationship with the City. Our firm and its staff has the experience, expertise and resources to provide you with services that will assist in the successful delivery of your projects. If you have any questions regarding this proposal, or if I can provide you with any additional information, please contact me. I will serve as SCS&T's Project Manager, and can be reached at anytime at [gfountain@scst.com](mailto:gfountain@scst.com), (c) 619.944.4059 or (o) 760.775.5983. We look forward to continued work with the City.

Respectfully,  
SOUTHERN CALIFORNIA SOIL & TESTING, INC.

  
Garrett Fountain, PE, GE  
Principal Engineer

Enclosure: Qualifications/Proposal (6)

Whether a project requires research, analysis, investigation or recommendations, our staff has the experience necessary to provide reliable information. SCS&T can assist in various aspects of the project from site planning to thorough site grading and final development.

SCS&T provides field observation and testing during earthwork to assist in the implementation of geotechnical recommendations and specifications are followed during construction.

### GEOTECHNICAL OBSERVATION & TESTING

SCS&T provides field observation and testing including:

Underground Utilities  
Grading  
Base Material  
Asphalt  
Caissons  
Footings  
Soil Nail

### PROJECT UNDERSTANDING

SCS&T understands that the City of Palm Springs will be retaining firms to provide as-needed, on-call soils, geotechnical and materials testing services in accordance with appropriate testing methods and governing agencies. We understand work may be locally or federally funded, and we are familiar with the different testing criteria and reporting methods that are required. Not only has SCS&T worked with the City of Palm Springs, but we have provided services to other the cities in the Coachella Valley, including Indio, Coachella, Rancho Mirage, La Quinta and Cathedral City, and we are familiar with the local guidelines and procedures in this area.

SCS&T understands the scope of work will consist of:

- Peer review of soils and geotechnical reports, or other geotechnical documentation.
- Soils and geotechnical design and/or testing of materials and other professional work under the direction of the Consultant.
- Plan check and review services as related to soils and geotechnical engineering design and/or materials testing for City transportation projects, capital improvement projects, grading and drainage plans and reports prepared by the City, and/or for private development projects.
- Preparation of soils reports, geotechnical testing, materials specification recommendations, testing of materials and other related reports for a wide range of road and bridge transportation projects, grading and drainage plans and reports, storm drain projects, and/or other capital improvement projects requiring professional soils, geotechnical and materials testing services.
- Provide other as-needed professional soils, geotechnical and materials testing services to assist the City Public Works and Engineering department.
- Provide an "Engineer of Record" for all design, materials testing and inspection services required appropriately registered as a professional engineer in the state of California.
- Provide geotechnical investigations and lab testing to evaluate soil characteristics, geophysical investigations, and groundwater elevation, as well as landslide, liquefaction, and geological hazard investigations.
- Provide remediation services in the design phase and/or in the event of unforeseen soil, water seepage, hazardous material or geologic problems encountered during construction.
- Understanding of Federal (FEMA), national and/or applicable international (AASHTO and/or ASTM), state (Caltrans) and local guidelines, procedures and certifications for laboratory personnel assigned to City Projects.

### Geotechnical Investigation Services

SCS&T has extensive experience in performing geotechnical investigations and preparing geotechnical reports for submittal to Caltrans, the California Geological Survey and other agencies. We are also familiar with several methods of subsurface exploration such as:

- Drilled borings using, hollow stem auger, mud-rotary, pitcher barrel, large diameter, and direct push methods.
- Sonic drilling.
- Rock coring.
- CPT testing.
- Trenching.
- Geophysical testing.

Special inspection and materials testing serves to certify the reliability and integrity of materials used in construction, avoid failure of these materials, and maintain their uniform quality.

SCS&T provides special inspection, with its own staff of multi-credentialed inspectors, allowing us to save our clients money by using a single inspector for multiple tasks.

SCS&T performs non-destructive examination and testing, which is used to examine materials without undermining their future usefulness.

SCS&T has used these methods on various projects to evaluate the geologic setting, condition, structure and formation and test the appropriate materials in order to engineering characteristics. Based on our finding and analyses we prepare a geotechnical report that can address the geological hazards, potential contamination hazards, liquefaction potential and presence of faulting as well as project specific grading and foundation recommendations. We understand that these reports are being prepared for the City and may be provided to potential bidders depending on the project. Therefore, it is important to prepare these reports as an extension of the City.

Our geotechnical team is familiar with all phases of this work and will continue with a project from the inception through the final report preparation and response to comments to provide continuity through the life of a project.

### Testing and Inspection

SCS&T currently has over 40 full-time inspectors, technicians, professional engineers and geologists. This allows us to respond to a request from a client within 24-hours. SCS&T's staff is cross-trained to be familiar with state, federal and local testing requirements and test methods. These requirements include Caltrans, AASHTO, ASTM, ICC, OSHPD and FEMA.

Understanding of project sequencing and the ability to anticipate the scheduling of technicians, inspectors, and engineers is beneficial to our clients. SCS&T utilizes custom scheduling software for efficient management of field, laboratory and office personnel. The daily schedule is available on SCS&T's internal network to all personnel, enabling us to maximize staff utilization and avoid duplication. We will schedule multi-credentialed inspectors and technicians for various project tasks when applicable to save the City time and money.

We understand projects may include earthwork observation and materials testing for City road, bridge, and other capital improvement projects. Additionally, testing services may be performed to assist the City Public Works and Engineering department.

We will be utilizing Southwest Geophysics, Inc. to provide geophysical investigation. SCS&T has a long-standing relationship working with Southwest, and currently use their services for on-call projects for the County of San Diego and the State of California Corrections and Rehabilitation.

## SCOPE OF WORK

### **TASK 1 - KICK-OFF MEETING**

Participate in the kick-off meeting with the City and review project goals, scope, work flow methodology and introduce key staff. Review responsibilities of both the selected firm and the City.

### Pre-Construction

SCS&T will request a pre-construction meeting or teleconference with project personnel prior to the start of the project to establish a clear understanding of goals and objectives and to obtain stakeholder input, work philosophy, and operational procedures, which include but are not limited to, chain of command, report distribution, and invoicing requirements. We will incorporate contractual requirements with the information gained in order to streamline the process and to ensure all parties involved are in agreement.

### **CERTIFICATIONS**

SCS&T's Inspectors are certified by the following agencies:

American Concrete Institute (ACI)  
American Society of Non-Destructive Testing (ASNT)  
American Welding Society (AWS)  
Caltrans  
City of San Diego  
Division of the State Architect (DSA)  
International Code Council (ICC)  
National Institute for Certification in Engineering Technologies (NICET)  
Office of Statewide Health Planning & Development (OSHDP)

SCS&T is known as one of the most comprehensive laboratory and testing facilities in Southern California.

If it can be built, we can test it. When other testing and inspection firms do not have the necessary equipment or expertise required to process tests, they come to us. We have been referred to as "the lab's lab."

All laboratory testing and inspections are performed without compromise and are executed in compliance with current industry standards.

### **PROCEDURAL GUIDELINES & CERTIFICATIONS**

We are certified by and adhere to the guidelines of several regulatory agencies, including:

AASHTO Material Reference Library (ARML)  
American Society for Testing & Materials (ASTM)  
California Building Code (CBC)  
Cement & Concrete Reference Laboratory (CCRL)  
The City of Los Angeles  
The City of San Diego  
Division of the State Architect (DSA)  
Federal Aviation Administration (FAA)  
International Building Code (IBC)  
State of California (Caltrans Specification)  
Title 24

With respect to reports, summaries, and invoices, SCS&T is able to track project progress at any level of detail to meet the City's needs and to prevent unnecessary costs, time delays and change orders.

### **Project Management**

Garrett Fountain, a State of California Registered Civil Engineer, will serve as the Project Manager and primary point of contact for this project. He is available via cell phone (619) 944-4012 and email at [gfountain@scst.com](mailto:gfountain@scst.com) to respond to questions.

Garrett's duties will include disseminating information to the project team and responsibility for ensuring that services are performed to the City's satisfaction. Additionally, he will be responsible for any and all meetings that may be required in support of the professional services being provided throughout all phases of the project. He will review all inspection reports, test results and billing to verify that SCS&T is providing services in accordance with plans, specifications and contract requirements.

### **TASK 2 - PROVIDE SERVICES**

Respond to specific project requests and provide services as needed and as requested in writing by the City.

### **Scheduling**

The planning and scheduling of technicians, inspectors, and engineers is the core of a well functioning organization. SCS&T utilizes custom scheduling software for efficient management of field, laboratory, and office personnel. The daily schedule is available on SCS&T's internal network to all personnel, enabling us to maximize staff utilization and avoid duplication. We will schedule multi-credentialed inspectors and technicians for various project tasks when applicable to save you time and money.

With over 40 full-time professional inspectors, technicians and engineers, SCS&T is able to respond to a request from a client within 24-hours. We are aware of the importance in adhering to construction schedules and have become adept in dealing with the unforeseen. In the event of an emergency or last minute request, SCS&T's technical personnel are cross-trained to ensure that we are always staffed with well-qualified individuals who can cover any project, at any time.

Prior to the scheduling of any work, we make sure the proper equipment is readily available and accurate for the type of tests being performed. Our laboratory equipment is maintained and calibrated at appropriate intervals and inspected and/or recertified regularly by Caltrans and other regulatory agencies.

SCS&T maintains a system of checks and balances to ensure our projects are of the highest quality. Besides our City of San Diego and DSA certifications, our laboratory is also certified by the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), Cement and Concrete Reference Laboratory of the National Bureau of Standards (CCRL), Caltrans and the City of Los Angeles.

SCS&T provides third party observation and documentation to provide detailed written and photographic records of installation of materials and placement methods used during the construction process.

This documentation can be especially helpful when underground or hidden elements of construction come into question, and verification testing or observation would require costly and destructive demolition and replacement work.

SCS&T also provides forensic investigations documenting issues encountered either during construction, or post-construction utilizing both destructive and non-destructive methods.

### **Testing & Field Work**

Once the technician/inspector arrives at a project site, they will report to the appropriate on-site contact, sign-in if necessary and review the approved plans and specifications prior to performing the work. Following the required testing or inspection services, SCS&T's field representative will document the findings and deliver the report or results daily to the City's designated representative, and the report/results will be distributed as established at the preconstruction meeting.

Notification of any failing test or non-compliance issue will be provided the same day the test was performed via the method that was determined at the pre-construction meeting. Any and all samples are protected, labeled on-site and scheduled daily for next day pick-up, or if possible, will be delivered back to SCS&T's laboratory the same day.

### **Quality Assurance/Quality Control**

SCS&T maintains comprehensive quality assurance plans that are outlined in regularly updated procedural manuals and are strictly adhered to. SCS&T's principals and supervisors are committed to our QA/QC program. We hold regular meetings with our technical staff to maintain their familiarity with QA/QC standards. In addition, senior personnel are responsible for the review of all laboratory test results, calculations, field reports and formal reports to ensure compliance, accuracy and thoroughness. Because our inspectors are full time employees, SCS&T spends the time and money to make sure that they are well trained and certified. SCS&T has monthly inspectors meeting to discuss the status of current projects and address any issues that we might have on projects. As much as we would like for every project to run smoothly, issues do arise, and regardless of why or who is at fault, our goal is to discuss these issues amongst our staff, make them aware of the issues and educate them so they are not repeated.

### **TASK 3 - BILLING AND INVOICING**

Submit invoices monthly with detailed accounting of staff hours attributed to specific project billings with all staff hours attributed to the project. Use of City Project Numbers so each project can be separately accounted for. SCS&T currently performs this task for the City and County of San Diego.

SCS&T is able to provide any level of detail regarding billing and invoicing, to meet the City's needs; use of the City's Project Numbers, so each project can be tracked separately; and a detailed accounting of staff hours for each specific project.

### **DOCUMENTATION**

Documentation is delivered to our clients via CD/DVD with the Lynx© Digital Photo Management System, a searchable database to access the information found during the construction process.

**DEPARTMENT OF TRANSPORTATION**

District 11 - Materials Engineering  
7177 Opportunity Rd.  
San Diego, CA 92111



**CALTRANS QUALIFIED LABORATORY INSPECTION REPORT**

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

Expiration date: January 26, 2011

Inspection by: Roy E Denner Jr.

IA No.: 049

Phone: 858-467-4067

File: Materials Category 500

Laboratory: Southern California Soils & Testing, Inc.

Address: 6280 Riverdale Street San Diego, CA

City: San Diego State: CA Zip: 92160-0627

Lab Manager: Ron Baudour E-mail: rbaudour@scst.com

Phone #: 619-280-4321 Fax #: 619-280-4717

A certified Independent Assurance (IA) Sampler and Tester visited this laboratory on January 26, 2010. Only equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System projects was checked for qualification.

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

CT102	CT103	CT105	CT106	CT109	CT110	CT111	CT115	CT121
CT125	CT201	CT202	CT203	CT204	CT205	CT206	CT207	CT208
CT209	CT211	CT212	CT213	CT214	CT216	CT217	CT219	CT220
CT221	CT223	CT224	CT225	CT226	CT227	CT229	CT231	CT301
CT302	CT304	CT305	CT308	CT309	CT366	CT368	CT370	CT373
CT375	CT382	CT504	CT515	CT518	CT521	CT523	CT524	CT529
CT531	CT533	CT536	CT537	CT539	CT540	CT541	CT543	CT549
CT556	CT559	CT643						

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

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

**Laboratory Qualification is valid for one year**

On January 26, 2010 this laboratory was qualified by:

Roy E Denner Jr.  
{Roy E Denner Jr.}  
District 11, Independent Assurance



## B. Project Management

SCS&T takes pride in the ability to retain our staff. Many of our personnel have been with SCS&T for over 20 years, and are full-time SCS&T employees. Over 70 percent of our staff are licensed or registered by state and regulatory agencies.

SCS&T's combination of a high percentage of professionally qualified personnel and our ability to attract and retain these highly qualified and experienced personnel on a long-term basis, enables SCS&T to provide unparalleled consistency of staff and quality services throughout the life of a project.

At SCS&T we have the experience, means and resources to provide the City of Palm Springs with professional services throughout the duration of this contract. We are currently working on numerous on-call contracts, as well as additional municipal and private projects. We know the importance of completing a project within the specified time constraints.

We will be providing services for this contract from our Indio office at:

83-740 Citrus Avenue, Suite G  
Indio, CA 92201

There is a two-hour minimum, which includes drive time from our Indio office, for any single call for soils, geotechnical or materials testing for a City project.

We employ first-rate, full-time engineers, technicians and inspectors who have numerous years of professional expertise and hundreds of successfully completed projects to their credit. Our staff has an average of 17 years minimum experience in their field of expertise.

At SCS&T we employ over 50 full-time professionals, which include registered engineers, engineering geologists, certified technicians, inspectors, and the appropriate support personnel.

The following resumes include the experience of our key personnel and technical staff being proposed to provide services for the work that will be conducted under the City's agreement. All proposed team members for this project are full-time employees of Southern California Soil & Testing, Inc., and Hans van de Vrugt is a full-time employee of Southwest Geophysics, Inc.

### **TRAINING:**

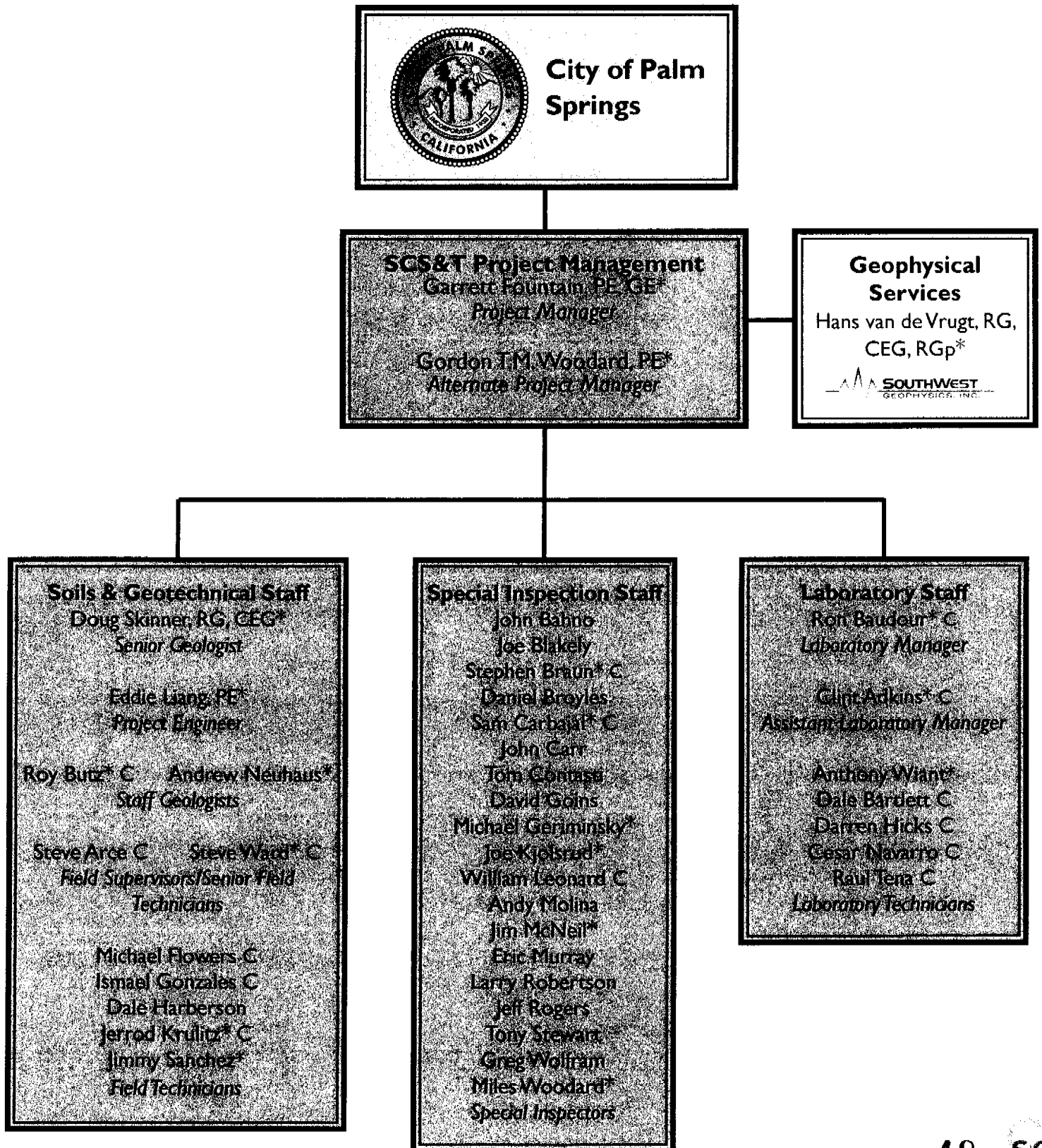
In an effort to provide and maintain the highest levels of service, we have developed an in-house training and evaluation program to monitor the progress of our technical employees. This system establishes five levels of technicians. Each level lists tests and/or tasks which the technician will learn to perform while working within that level. Our training program has been reviewed and found in compliance with CCRL and ASTM E329.

SCS&T is also certified and equipped to provide special training and certification courses on various testing and inspection procedures. We provide opportunities to all personnel for continuing education.

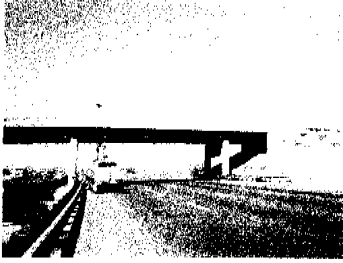
## B. Project Management Organizational Chart

The following organizational chart reflects our proposed team. Resumes of key personnel have been included (\*). Caltrans personnel are notated (C). The resumes of additional staff listed are available by request.

Our personnel are cross-trained and multi-credentialed, to ensure that we can cover any project at any time, while saving the City time and money.







Interstate 10 at North Indian Canyon

**EDUCATION:**

*University of Arizona*  
BS, Civil Engineering

**CERTIFICATIONS:**

**Registered Civil Engineer**  
State of California #63885

**Registered Geotechnical Engineer**  
State of California #2752

**City of San Diego**

Reinforced Concrete #768  
Prestressed Concrete #768  
Pile Driving Inspector #768

**International Code Council (ICC)**

Reinforced Concrete #1138516-49  
Prestressed Concrete #1138516-89

**American Concrete Institute (ACI)**

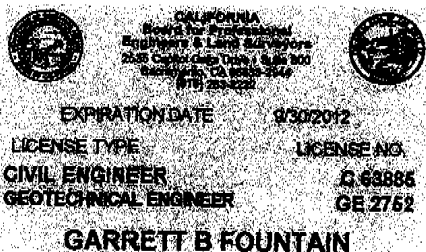
Concrete Field Testing Technician Grade I  
#030541

**Troxler Certified**

Nuclear Testing Equipment

**MEMBERSHIPS & ASSOCIATIONS:**

American Concrete Institute (ACI)  
American Society of Civil Engineers (ASCE)  
Earthquake Engineering Research Institute (EERI)  
Geo-Institute



**Garrett Fountain, PE, GE**

Project Manager/Principal Geotechnical Engineer

**Experience & Responsibilities**

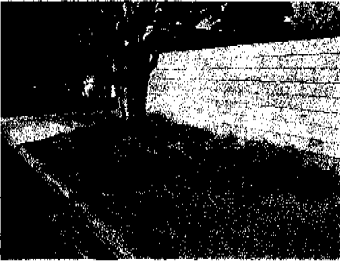
Garrett has been in the construction industry since 1994 and specifically in the geotechnical field since 1995. He joined SCS&T in 1999. He has extensive engineering experience with a diverse range of projects including educational, city, state, infrastructure, hospitals, commercial building, and residential construction.

Garrett will be responsible for dissemination of information to the project team, and will be the individual responsible for ensuring that services are performed to the City's satisfaction. He will be in charge of all geotechnical observation and testing services, including supervision of laboratory and inspection staff, review of construction plans and specifications, attending jobsite meetings, selection and supervision of project staff, overseeing implementation of Quality Assurance programs, preparing and monitoring service estimates, and reviewing and reporting test results.

**Project Experience**

Garrett served as a Project Manager or Senior Geotechnical Engineer for the following projects:

- Interstate 10 at North Indian Canyon, Palm Springs
- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- City of Carlsbad On-Call Contract
- City of San Diego As-Needed Professional Geotechnical Design Services
- Palm Springs International Airport Runways
- Cabazon Storm Drain Project, Indio - Geotechnical design recommendations for the planned construction of a 36-inch RC pipe.
- State Route 78 at Woodland Parkway, San Marcos - Proposed re-routing and widening of the on- and off-ramps, re-routing of Barnham Drive, the widening of Woodland Parkway, and undercrossing replacement.
- City of Vista Civic Center - New three-story, 100,000 square-foot civic center, including City Hall, administrative offices, emergency operations center/community room, a four-acre park, parking, and site improvements.
- Dink's Restaurant & Ultra Lounge, Palm Springs - New restaurant.
- Interstate 5 at Lomas Santa Fe, Solana Beach - Federally funded project consisting of the design and construction of additional northbound and southbound lanes along Interstate 5, interchange improvements and extension of median HOV lanes.
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- City of Chula Vista On-Call Contract - Various locally funded projects including street lights, sewer lines, pump stations and restroom facilities.
- State Route 76 Widening, San Marcos - Widening and realignment of 1.3 miles of State Route 76 from Interstate 15 to Pala Casino, including the widening of Horse Creek Ranch Bridge. Project also included new signage and drainage improvements.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.



City of Coachella Sidewalks

**EDUCATION***San Diego State University*

BS, Civil Engineering

**CERTIFICATIONS****Registered Civil Engineer**

State of California #60481

**International Code Council (ICC)**

Prestressed Concrete #0877836-89

Reinforced Concrete #0877836-48

**American Concrete Institute (ACI)**

Field Testing Technician Grade I #00931735

**MEMBERSHIPS & ASSOCIATIONS**

Building Industry Association (BIA)

American Concrete Institute (ACI)

Roof Consultants Institute (RCI)

National Roof Contractors Association

(NRCA)

American Society of Civil Engineers (ASCE)

**Gordon T.M. Woodard, RCE**

Alternate Project Manager

**Experience & Responsibilities**

Gordon Woodard possesses a broad range of engineering expertise, bringing over 15 years of QA/QC materials testing and inspection services to the team. Gordon has been with SCS&T since 1994. He has experience working on a variety of project types including infrastructure and public works, educational, residential, healthcare and governmental. He has worked on numerous projects for various municipalities and agencies including the Cities of Coachella, Palm Springs and Indio as well as the County of San Diego, Caltrans and SANDAG.

Gordon will assist Garrett in project management duties, including oversight of the laboratory and inspection staff, review of construction plans and specifications, attending meetings, selection and supervision of project staff, overseeing implementation of Quality Assurance programs, preparing and monitoring service estimates, and reviewing and reporting test results.

**Project Experience**

- City of Palm Springs
- Caltrans On-Call Services
- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- City of Carlsbad On-Call Contract
- Palm Spring International Airport Runways
- City of Coachella - projects include various sidewalk construction throughout the city, and the Street Rehabilitation Program Phases 4 & 5.
- Terra Lago Masterplanned Community Street, Bridge & Infrastructure, Indio - New masterplanned neighborhood including new streets, two bridges crossing a man-made lake and associated site infrastructure.
- Ironwood Country Club, Palm Desert - Repair and replacement of existing asphalt concrete driveways and parking areas.
- High School #4, Desert Sands Unified School District - Subconsultant providing limited investigation of distressed concrete flatwork.
- Sun City Shadow Hills, Indio - Streets, sidewalks, golf course and single-family residences in this Active Adult community.
- The Rosa Gardens, Palm Springs - 4.45 acre, 57 unit affordable apartments. The project is funded through a combination of public and private funding, including CalHFA Bonds, HOME funds and Low Income Housing Tax Credits. Units will feature energy star appliances and the building design and materials are 20% above the California Title 24 energy standards.
- Wolff Waters Place Apartments, La Quinta - 15-acre, 218 unit, locally funded affordable housing project in 22 buildings. The project is expected to obtain LEED certification for its environmentally sensitive construction and design.
- Dink's Restaurant & Ultra Lounge, Palm Springs - New restaurant.
- State Route 76 Widening, San Marcos - Widening and realignment of 1.3-miles of State Route 76 from Interstate 15 to Pala Casino, including the widening of Horse Creek Ranch Bridge. Project also included new signage and drainage improvements.
- State Route 125 Toll Road, Chula Vista - 12.5 miles of the new South Bay Expressway from State Route 94 to State Route 54.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.
- City of Santee Citywide Pavement Repair and Rehabilitation Program 2010 - Evaluation of 230,000 square-feet of cape/slurry seal.





Fargo Canyon Groundwater Study

**EDUCATION:**

**San Diego State University**

MS, Geologic Sciences

BS, Geologic Sciences

**CERTIFICATIONS:**

**Registered Geophysicist**

State of California #1012

**Certified Engineering Geologist**

State of California #1990

**Registered Geologist**

State of California #6174

**Registered Geologist**

State of Arizona #33259

**ADDITIONAL TRAINING:**

OSHA 40 Hour Health & Safety Training

Refinery Safety Overview (RSO)

Los Angeles Clean Card (LACC)

**MEMBERSHIPS & ASSOCIATIONS:**

American Geophysical Union

International Code Council

Seismology Society of America

San Diego Association of Geologists

**Southwest Geophysics, Inc.**

Hans van de Vrugt, RG, CEG, RGp

**Experience & Responsibilities**

Hans has over 20 years of experience in managing and conducting geophysical evaluations for projects including pipelines, transportation corridors, landfills, treatment plants, schools, medical centers, convention centers, resorts, commercial and residential developments. He will be responsible for providing geophysical investigation.

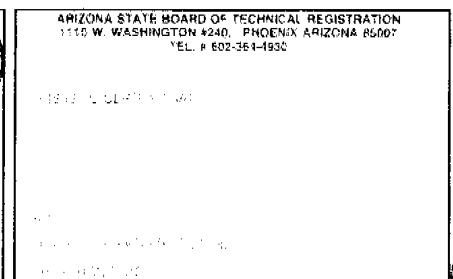
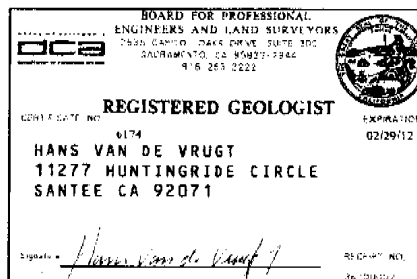
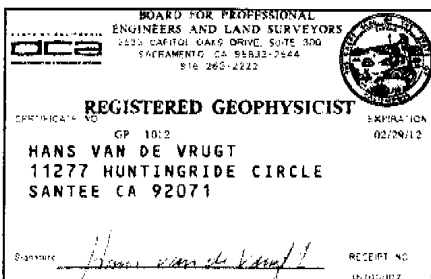
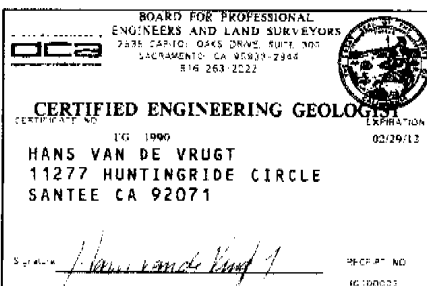
**Project Experience with SCS&T**

- City of San Diego As-Needed Professional Geotechnical Design Services
- County of San Diego As-Needed Contract

**Additional Project Experience**

Hans served as the Principal Geophysicist on the following projects:

- Palm Desert Fault Study, Palm Springs - Geophysical study to assess the presence of faulting across a proposed residential development. Services included the performance of seismic refraction surveys, high resolution electrical resistivity soundings (Sting), and ground penetrating radar profiles in potentially faulted areas; data compilation and analysis; and preparation of a written report.
- Fargo Canyon Groundwater Study, Indio - Evaluation of the Fargo Canyon Subarea. The purpose of the study was to characterize the geologic and hydrogeologic conditions in the study area in order to determine potential water recharge capabilities of existing and potential aquifers. The study included the performance of seismic tomography, high resolution electrical resistivity (Sting), controlled source audio magnetotellurics/magnetotellurics (CSAMT/MT) profiles.
- Adelanto Road Improvements, Adelanto - Delineation of underground utilities and petroleum pipelines along 15,000 feet of dirt road. Our survey included the use of a Schonstedt GA-52 magnetic gradiometer, Geonics model EM61 time domain instrument, Fisher M-Scope TW-6 pipe and cable locator, RD4000 line tracer, and GSSI SIR 3000 ground penetrating radar (GPR) unit using a 400 MHz transducer. Several underground lines and various buried objects/debris were located and mapped.
- Copper Mountain College, Joshua Tree - Evaluation of underground utilities at Copper Mountain College. Purpose of the study was to delineate the location of underground lines at the site and to develop an as-built utility map. Detected lines were marked on the ground surface and mapped with a global positioning system (GPS). The survey included the use of a Schonstedt GA-52 magnetic gradiometer, Geonics model EM61 time domain instrument, Fisher M-Scope TW-6 pipe and cable locator, RD4000 line tracer, and GSSI SIR 3000 ground penetrating radar (GPR) unit using a 400 MHz transducer.





Indio Laboratory

#### CERTIFICATIONS

##### American Concrete Institute (ACI)

Concrete Field Testing Technician Grade I  
#00997818

Concrete Strength Testing Technician  
#00997818

Concrete Laboratory Testing Technician  
Grade I #00997818

##### Caltrans Testing Methods

Nos. 105, 106, 125 - AC, 125-AGG/Soils, 201,  
202, 204, 205, 206, 207, 216, 217, 226, 301, 304,  
308, 309, 366, 370, 382, 504, 515, 518, 521, 523,  
523.2, 533, 539, 540, 556, 557

##### Troxler Certified

Nuclear Gauge Certified # 3329-80

#### MEMBERSHIPS & ASSOCIATIONS

American Concrete Institute (ACI)  
Asphalt Pavement Association (APA)

ACI Concrete Field Testing Technician -  
Grade I

**RON J BAUDOUR**

Certification ID# 00997818



certification

Expires on: 06/28/2013

## Ron Baudour

Laboratory Manager

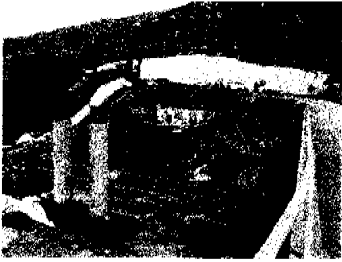
### Experience & Responsibilities

Ron has been in the industry since he joined SCS&T in 1983, having a solid base of construction knowledge and expertise as it relates to testing and materials. Ron's duties include scheduling special inspections and coordinating the responsibilities in our San Diego and Indio laboratories to meet the challenges of varying workloads and conditions. He is responsible for maintenance and procurement of any equipment required for certification and/or approval by the various licensing agencies, such as DSA, CCRL, ASTM, Caltrans and AASHTO. Ron maintains approval by all of the relevant regulatory and licensing agencies.

During this contract, Ron will be responsible for oversight of the laboratory and scheduling of testing and inspection activities.

### Project Experience

- City of Palm Springs
- Caltrans On-Call Services
- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- City of Carlsbad On-Call Contract
- City of San Diego As-Needed Professional Geotechnical Design Services
- Palm Spring International Airport Runways
- City of Coachella - projects include various sidewalk construction throughout the city, and the Street Rehabilitation Program Phases 4 & 5.
- City of Cathedral City, Sky Blue Water Trail - Sidewalk improvements including construction of missing links on Sky Blue Water Trail at various locations between 33rd Avenue and Ramon Road.
- Cabazon Storm Drain Project, Indio - Geotechnical design recommendations for the planned construction of a 36-inch RC pipe.
- Gerald Ford Drive, Palm Desert - Construction of a new left-turn lane.
- Highway 111 Beautification Project, Indian Wells
- City of La Quinta - Various street improvements including driveway, catch basin, and curb repair; and new traffic signal bases.
- The Rosa Gardens, Palm Springs - 4.45 acre, 57 unit affordable apartments. The project is funded through a combination of public and private funding, including CalHFA Bonds, HOME funds and Low Income Housing Tax Credits. Units will feature energy star appliances and the building design and materials are 20% above the California Title 24 energy standards.
- Terra Lago Masterplanned Community Street, Bridge & Infrastructure, Indio - New masterplanned neighborhood including new streets, two bridges crossing a man-made lake and associated site infrastructure.
- State Route 76 Widening, San Marcos - Widening and realignment of 1.3-miles of State Route 76 from Interstate 15 to Pala Casino, including the widening of Horse Creek Ranch Bridge. Project also included new signage and drainage improvements.
- State Route 125 Toll Road, Chula Vista - 12.5 miles of the new South Bay Expressway from State Route 94 to State Route 54.
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.



County of San Diego

**EDUCATION:**

*Brigham Young University*  
BS, Geology  
BS, Planning & Resource Management

**CERTIFICATIONS:**

**Certified Engineering Geologist**  
State of California #2472

**Professional Geologist**

State of California #7971

**Doug Skinner**

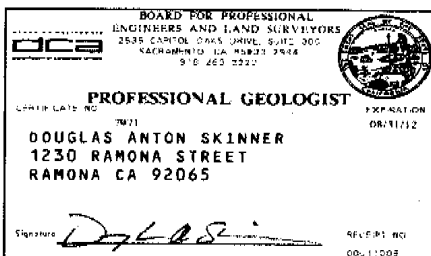
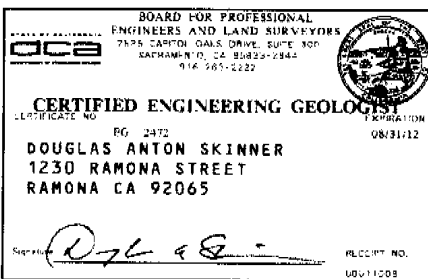
Senior Geologist

**Experience & Responsibilities**

Doug has been in the geotechnical and environmental fields since 1996. He was first employed with SCS&T from 1999 through 2006, and returned to the firm in April of 2008. Prior to joining SCS&T, Doug worked for the United States Department of the Interior, Bureau of Land Management, and conducted over 150 geological, biological, historical, and environmental site assessments at abandoned mine sites in Utah. As part of these assessments, each site was inventoried in terms of potential damage to the environment caused by the presence of chemicals used in the mining process or adverse erosional conditions. Doug will assist Garrett in providing geotechnical services including supervision of laboratory and inspection staff, review of construction plans and specifications, supervision of project staff, and preparing and monitoring service estimates.

**Project Experience**

- Interstate 10 at North Indian Canyon, Palm Springs
- County of San Diego On-Call Contract
- City of Carlsbad On-Call Contract
- City of San Diego As-Needed Professional Geotechnical Design Services
- Cabazon Storm Drain Project, Indio - Geotechnical design recommendations for the planned construction of a 36-inch RC pipe.
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- City of Chula Vista On-Call Contract - Various locally funded projects including street lights, sewer lines, pump stations and restroom facilities.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.
- State Route 98, Calexico - Widening of one-mile of State Route 98 from two to four-lanes, and intersection improvements at State Route 98 and David Navarro Avenue, and State Route 98 and State Route 111.
- State Route 163 at Friars Road, San Diego - Design for the widening of Friars Road from 6 to 11 lanes, addition of a southbound auxiliary lane from Genesee Avenue to Friars Road, elimination of weave segments on Friars Road and beneath the Friars Road overcrossing, new "flyover" bridge from eastbound Friars Road to southbound SR 163 and eastbound Interstate 8, and a new bridge handling southbound on SR 163 to westbound Interstate 8.
- State Route 78 at Woodland Parkway, San Marcos - Proposed re-routing and widening of the on- and off-ramps, re-routing of Barnham Drive, the widening of Woodland Parkway, and undercrossing replacement.
- Interstate 5 at Lomas Santa Fe, Solana Beach - Federally funded project consisting of the design and construction of additional northbound and southbound lanes along Interstate 5, interchange improvements and extension of median HOV lanes.
- Santa Fe Irrigation District Capital Improvement Projects - SCS&T has been providing geotechnical, special inspection, and materials testing services to the District for over 13 years for projects including waterline replacements and relocations, new pipelines, valve replacement, and the San Dieguito Dam investigation.





City of Carlsbad

**EDUCATION:**

**San Diego State University**  
MS, Civil Engineering

**Tamkang University, Taiwan**  
BE, Civil Engineering

**CERTIFICATIONS:**

**Professional Engineer**  
State of California #73932

**International Code Council (ICC)**  
Soils Special Inspector #8032651-EC

**Caltrans Testing Methods**  
125/AC, 125-AGG/Soils, 201, 216, 226, 231, 375

**American Concrete Institute (ACI)**  
Concrete Field Testing Technician Grade 1  
#01083244

**OSHA Authorized Construction Trainer**  
#U05171128

**CPN Certification**  
Nuclear Gauge #43229

**MEMBERSHIPS & ASSOCIATIONS:**

American Concrete Institute (ACI)  
International Code Council (ICC)

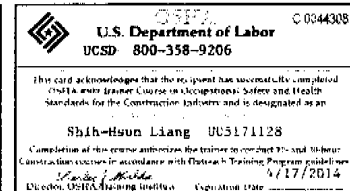
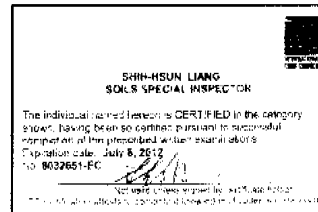
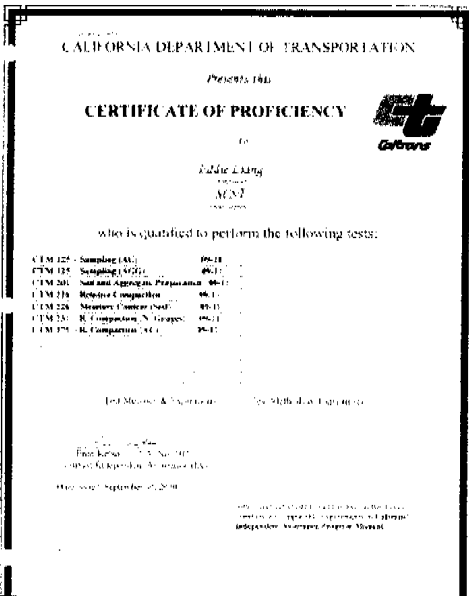
**Eddie Liang**  
Project Engineer

**Experience & Responsibilities**

Eddie has been in the construction industry since 1997. He has been with SCS&T since 2005. Prior to joining SCS&T, Eddie was an engineer and squad leader in the Taiwanese Army Construction Unit. He provided training and supervision of squads in the assemblage of bridge and floating wharves. He also participated in military infrastructure remodeling and maintenance projects. Eddie served as a geotechnical laboratory manager and research assistant at San Diego State University. During this contract, Eddie will assist with engineering duties and provide Caltrans testing.

**Project Experience**

- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- City of Carlsbad On-Call Contract
- City of San Diego As-Needed Professional Geotechnical Design Services
- Palm Springs International Airport Runways
- Cabazon Storm Drain Project, Indio - Geotechnical design recommendations for the planned construction of a 36-inch RC pipe.
- The Rosa Gardens, Palm Springs - 4.45 acre, 57 unit affordable apartments. The project is funded through a combination of public and private funding. Units will feature energy star appliances and the building design and materials are 20% above the California Title 24 energy standards.
- City of Upland East C Street Pavement Rehabilitation and Improvements - Reconstruction of failed pavement areas, new curb and gutter and sidewalks, installation and/or replacement of street lights and restriping of offsite parking lots.
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- City of Chula Vista On-Call Contract - Various locally funded projects including street lights, sewer lines, pump stations and restroom facilities.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.
- City of Costa Mesa - Various projects for both the City and Kabbara Engineering including the reconstruction of Pomona Avenue and 18th Street, and Newport Boulevard, and rehabilitation of South Coast Drive and Hamilton Street, Magnolia Street, Adams Avenue and Bristol Street, and the Parking Lot District.
- Interstate 5 at Lomas Santa Fe, Solana Beach - Federally funded project consisting of the design and construction of additional northbound and southbound lanes along Interstate 5, interchange improvements and extension of median HOV lanes.





City of Indio

**EDUCATION:**

California State University, Chico  
BS, Geosciences

**CERTIFICATIONS:**

Geologist-In-Training  
State of California #202

**Caltrans Testing Methods**

125-AC, 125-AGG/Soils, 201, 216, 226, 231, 375

**American Concrete Institute (ACI)**

Concrete Field Testing Technician Grade I  
#01122485

**CPN Certification**

Nuclear Gauge #46197

**HAZWOPR**

40 Hour Certification

**Geotechnical Drilling Instruction**

Taber Consultants

**MEMBERSHIPS & ASSOCIATIONS:**

Association of Geological and Environmental  
Students (AGES)

Geological Society of America (GSA)

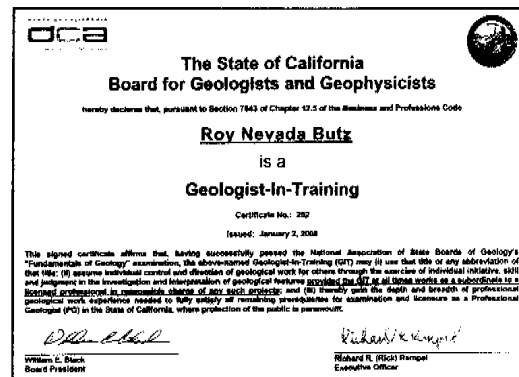
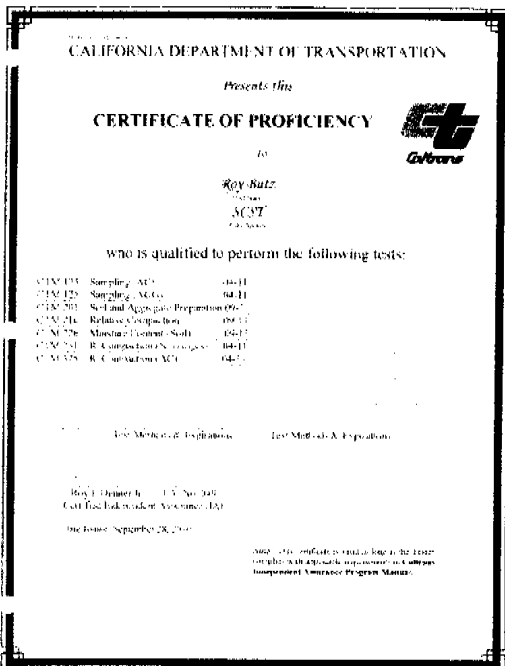
**Roy Butz**  
Staff Geologist

**Experience & Responsibilities**

Roy has over 4 years of experience with geotechnical and geologic QA/QC services. His experience includes mapping and describing surface lithologies, constructing cross sections, and interpreting regional geologic history. Roy's duties include observing and testing fill placement and compaction, verifying soldier pile embedment depths, documenting anchor tie back installation stresses and classifying earth materials for engineering purposes. He is also responsible for subsurface exploration programs using a variety of field techniques, logging the materials encountered, and assisting in development of an appropriate laboratory test program. Roy will assist with engineering duties and provide Caltrans testing.

**Project Experience**

- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- City of Carlsbad On-Call Contract
- City of San Diego As-Needed Professional Geotechnical Design Services
- City of Upland - Projects included:  
East C Street Pavement Rehabilitation and Improvements - Reconstruction of failed pavement areas, new curb and gutter and sidewalks, installation and/or replacement of street lights and restriping of offsite parking lots.  
17th Street Pavement Rehabilitation - Design for pavement rehabilitations. The project has a total length of approximately 3,000 feet, with a curb to curb width of 40 feet, and a parkway width of 13 feet on each side.
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- Street Resurfacing FY 09-10, National City - Subconsultant for repair of bituminous pavements within the City by removing and replacing damaged asphalt; possible replacement of unsuitable sub-grade, if found; placement of Type I and Type II asphalt slurry; asphalt overlay with asphalt rubber hot mix; and replacement of curbs, gutters, sidewalk, crosswalks, pedestrian ramps, alley apron, striping, legends, signs, and traffic loops.
- State Route 78 Emergency Repair Work, Escondido - SCS&T provided geotechnical services, including the development of design parameters for a retaining wall to support State Route 78 at mile marker 32.1, which was washed out due to heavy rains.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.





City of Carlsbad

**EDUCATION:**

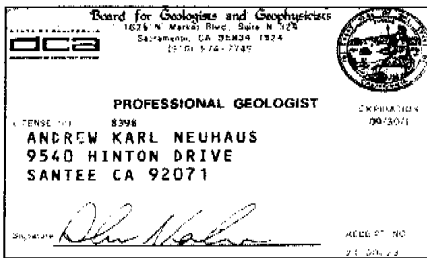
California Lutheran University  
BA, Geology

**CERTIFICATIONS:**

Professional Geologist  
State of California #8398

**MEMBERSHIPS & ASSOCIATIONS:**

San Diego Association of Geologists (SDAG)  
Association of Engineering and Environmental Geologists (AEG)



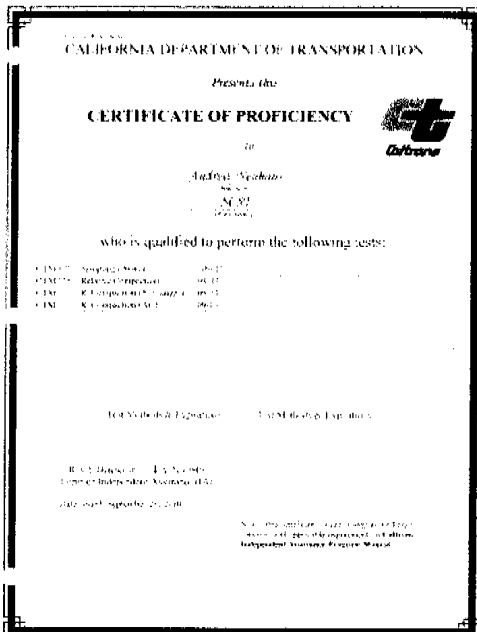
**Andrew Neuhaus, PG**  
Geologist

**Experience & Responsibilities**

Andrew has over six years of experience and is well versed in the planning and coordination of geotechnical investigations, implementation of project work plans, sampling plans, safety plans, and permit requests. He has produced soil exploration logs utilizing the USCS program with a good understanding of subsurface soil conditions. Experience also includes written daily reports summarizing grading, backfilling, and drilling operations, pertinent records research for site investigations and reconnaissance. Andrew will assist with engineering duties.

**Project Experience**

- County of San Diego On-Call Contract
- City of Carlsbad On-Call Contract
- City of San Diego As-Needed Professional Geotechnical Design Services
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.
- Discovery Street Sewer, San Marcos - New alignment for sewer line with a diameter between 12 and 18-inches.
- State Route 163 at Friars Road, San Diego - Design for the widening of Friars Road from 6 to 11 lanes, addition of a southbound auxiliary lane from Genesee Avenue to Friars Road, elimination of weave segments on Friars Road and beneath the Friars Road overcrossing, new "flyover" bridge from eastbound Friars Road to southbound SR 163 and eastbound Interstate 8, and a new bridge handling southbound on SR 163 to westbound Interstate 8.
- City of Upland - Euclid Avenue & Foothill Boulevard pavement rehabilitation to upgrade the streets useful lives by a minimum of 10 years.
- City of Downey - Firestone Boulevard pavement rehabilitation for 1.7 miles of road.
- City of La Mesa Fire Station #13 - Renovations including the installation of individual dorms and an exercise room, and heating, ventilation and fire protection systems, as well as upgrades to current seismic codes and ADA standards.
- Wulff Pump Station & 3.0 MG Tank, Escondido - New 3.0MG Reservoir connecting to an existing eight-inch diameter water line in Rancho Luiseno Road. Reservoir is 100 feet in diameter and 30 feet high. Construction of new pump station, installation of 10-inch diameter CML&C suction, and discharge pipelines. Access road improvements. Project included demolition of existing reservoir and associated piping and relocation of existing inlet/outlet piping waterline to new tank; relocation of four existing private booster pumps; and upgrade of eight other private booster pumps.
- Santa Fe Irrigation District Capital Improvement Projects - SCS&T has been providing geotechnical, special inspection, and materials testing services to the District for over 13 years for projects including waterline replacements and relocations, new pipelines, valve replacement, and the San Dieguito Dam investigation.







City of Indio

**EDUCATION:**

**San Diego State University**  
BS, Environmental Geography  
Minor, Geology

**CERTIFICATIONS:**

**International Code Council (ICC)**  
Soils Special Inspector #8029894-EC

**American Concrete Institute (ACI)**  
Concrete Field Testing Technician Grade I  
#01122492

**Caltrans Testing Methods**  
Nos. 125-AC, 125-AGG/Soil, 201, 216, 231, 375

**CPN Certification**  
Nuclear Gauge #32353

**MEMBERSHIPS & ASSOCIATIONS**  
American Concrete Institute (ACI)  
International Code Council (ICC)

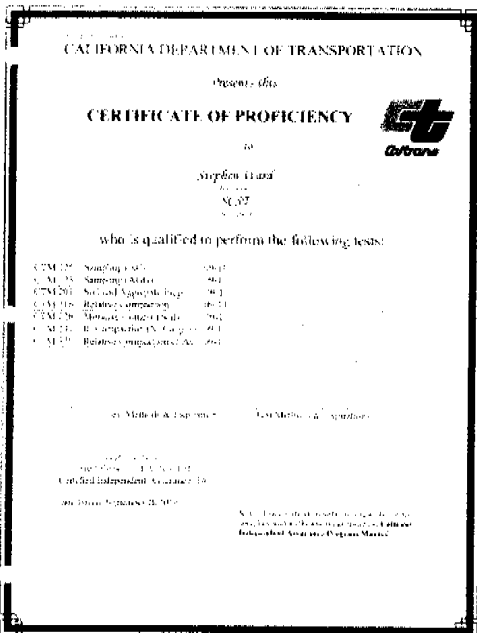
**Stephen T. Ward (Steve)**  
Field Supervisor/Senior Field Technician

**Experience & Responsibilities**

Steve has been in the construction industry since 1988. He joined SCS&T in 1998. Prior to working with SCS&T, Steve performed carpentry work for conventions. Steve provides technical direction for all soils technicians, oversees scheduling, assists in the preparation of as-graded reports and provides soils observation and testing. During this contract, his duties will include field supervision and testing and sampling of all aspects of soils work.

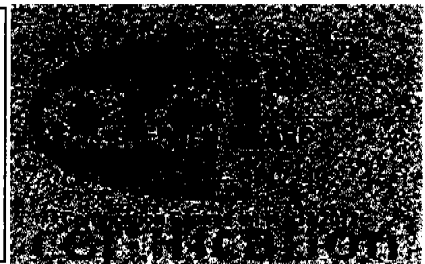
**Project Experience**

- City of Palm Springs
- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- City of Carlsbad On-Call Contract
- City of San Diego As-Needed Professional Geotechnical Design Services
- Palm Springs International Airport Runways
- The Rosa Gardens, Palm Springs - 4.45 acre, 57 unit affordable apartments. The project is funded through a combination of public and private funding, including CalHFA Bonds, HOME funds and Low Income Housing Tax Credits. Units will feature energy star appliances and the building design and materials are 20% above the California Title 24 energy standards.
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.
- City of Costa Mesa - Various projects for both the City and Kabbara Engineering including the reconstruction of Pomona Avenue and 18th Street, and Newport Boulevard, and rehabilitation of South Coast Drive and Hamilton Street, Magnolia Street, Adams Avenue and Bristol Street, and the Parking Lot District.
- State Route 163 at Friars Road, San Diego - Design for the widening of Friars Road from 6 to 11 lanes, addition of a southbound auxiliary lane from Genesee Avenue to Friars Road, elimination of weave segments on Friars Road and beneath the Friars Road overcrossing, new "flyover" bridge from eastbound Friars Road to southbound SR 163 and eastbound Interstate 8, and a new bridge handling southbound on SR 163 to westbound Interstate 8.
- City of Burbank Alameda Avenue & Buena Vista Street - Pavement recommendations for improvements to the intersection of Alameda Avenue and Buena Vista Street.
- City of Rancho Santa Margarita Avenida Empresa and Santa Margarita Parkway - Design for intersection improvements including pavement section recommendations.



**STEPHEN T WARD**  
**SOILS SPECIAL INSPECTOR**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examinations.  
Expiration date: **June 10, 2012**  
No. **8029894-EC**





Caltrans Laboratory Testing

**CERTIFICATIONS:**

**International Code Council (ICC)**

Soils Special Inspector #8034476-EC

**Caltrans Testing Methods**

Nos. 105, 106, 125-AC, 125-AGG/Soil, 201, 202, 216, 217, 231, 375, 504, 518, 521, 523, 523.2, 533, 539, 540, 556, 557

**American Concrete Institute (ACI)**

Concrete Field Testing Technician Grade I #00119779

**CPN International, Inc.**

Nuclear Gauge Certification #32896

**MEMBERSHIPS & ASSOCIATIONS**

American Concrete Institute (ACI)  
International Code Council (ICC)

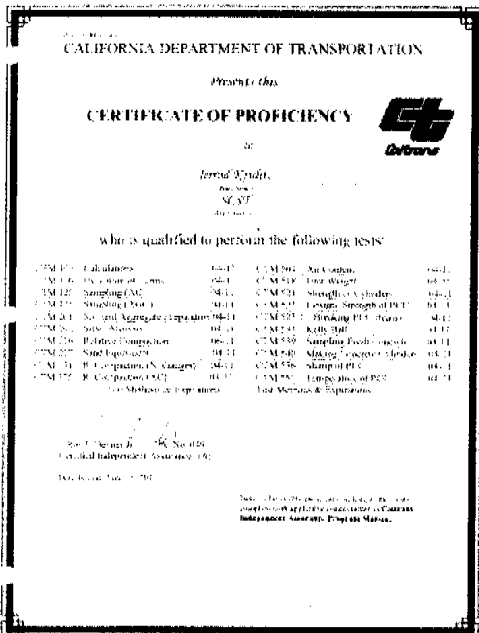
**Jerrod Krulitz**  
Field Technician

**Experience & Responsibilities**

Jerrod has been in the construction field for over 10 years, and has been with SCS&T since 2003. Prior to joining SCS&T, Jerrod worked as a QA/QC technician, performing soils field work, and laboratory testing for concrete and soils. He has worked in environmental construction performing demolition and obliteration, building keystone walls, and as a grade checker. Jerrod will provide Caltrans testing and observation and testing for all aspects of soils work.

**Project Experience**

- Caltrans On-Call Services
- County of San Diego On-Call Contract
- City of Carlsbad On-Call Contract
- Palm Springs International Airport Runways
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- Santa Fe Irrigation District Capital Improvement Projects - SCS&T has been providing geotechnical, special inspection, and materials testing services to the District for over 13 years for projects including waterline replacements and relocations, new pipelines, valve replacement, and the San Dieguito Dam investigation.
- Street Resurfacing FY 09-10, National City - Subconsultant for repair of bituminous pavements within the City by removing and replacing damaged asphalt; possible replacement of unsuitable sub-grade, if found; placement of Type I and Type II asphalt slurry; asphalt overlay with asphalt rubber hot mix; and replacement of curbs, gutters, sidewalk, crosswalks, pedestrian ramps, alley apron, striping, legends, signs, and traffic loops.
- City of La Mesa Fire Station #13 - Renovations including the installation of individual dorms and an exercise room, and heating, ventilation and fire protection systems, as well as upgrades to current seismic codes and ADA standards.
- City of Santee Citywide Pavement Repair and Rehabilitation Program 2010 - Evaluation of 230,000 square-feet of cape/slurry seal.
- State Route 76 Widening, San Marcos - Widening and realignment of 1.3 miles of State Route 76 from Interstate 15 to Pala Casino, including the widening of Horse Creek Ranch Bridge. Project also included new signage and drainage improvements.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.
- Park to Bay Link Phases I & II, Downtown San Diego - Trolley station redevelopment and realignment for the Market Street, College, Gaslamp, and MTS Tower Stations; and a public improvement project to beautify the public right-of-way along Park Boulevard between C and K Streets.



**ACI Concrete Field Testing Technician Grade I**

**JERROD P KRULITZ**

Certification ID #00119779  
Expires on: 01/17/2014

certification Verify at CheckACI.org

**JERROD P KRULITZ**  
SOILS SPECIAL INSPECTOR

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examinations.  
Expiration date: August 19, 2012  
No. 8034476-EC

58

SCS&T



City of Palm Springs Animal Shelter

**CERTIFICATIONS**

**International Code Council (ICC)**

Soils Special Inspector #8033265-EC

**American Concrete Institute (ACI)**

Concrete Field Testing Technician Grade I  
#01055801

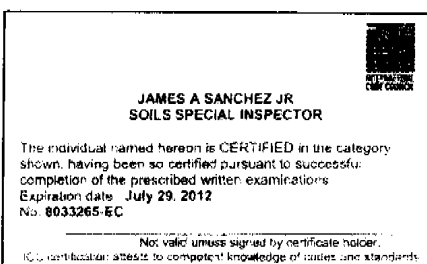
**Troxler Certification**

Nuclear Gauge #41757

**MEMBERSHIPS & ASSOCIATIONS**

American Concrete Institute

International Code Council



**Jimmy Sanchez**

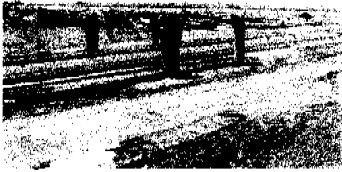
Field Technician

**Experience & Responsibilities**

Jimmy has been in the construction industry since 1998 and joined SCS&T in 2004. His prior experience includes working for a grading contractor where he operated heavy equipment and assisted with mechanics. Jimmy has additional experience as a tile setter, and was also a customer services representative for a local homebuilding company. Jimmy will provide testing and sampling for all aspects of soils work.

**Project Experience**

- City of Palm Springs
- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- Palm Springs International Airport Runways
- City of Coachella - projects include various sidewalk construction throughout the city, and the Street Rehabilitation Program Phases 4 & 5.
- City of Cathedral City, Sky Blue Water Trail - Sidewalk improvements including construction of missing links on Sky Blue Water Trail at various locations between 33rd Avenue and Ramon Road.
- City of La Quinta - Various street improvements including driveway, catch basin, and curb repair; and new traffic signal bases.
- Gerald Ford Drive, Palm Desert - Construction of a new left-turn lane.
- Avenue 62 Community Infrastructure, Thermal
- Ironwood Country Club, Palm Desert - Repair and replacement of existing asphalt concrete driveways and parking areas.
- Terra Lago Masterplanned Community Street, Bridge & Infrastructure, Indio - New masterplanned neighborhood including new streets, two bridges crossing a man-made lake and associated site infrastructure.
- Dink's Restaurant & Ultra Lounge, Palm Springs - New restaurant.
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.
- Hidden Hills, Menifee - Streets and infrastructure improvements in this neighborhood of 511 residential units.
- Sun City Shadow Hills, Indio - Streets, sidewalks, golf course, pool and single-family residences in this Active Adult community.
- Autumn Ridge, Hemet - Streets, sidewalks and curbs in a residential tract.
- City of Rancho Mirage Whitewater River Channel South Bank - Improvements to Whitewater River Channel South Bank including excavation of the channel bank to design grade, construction of a six-inch reinforced concrete slope protection mat, placement of soil backfill to finish grade above mat, and construction of three-inch concrete slab pilot channel reinforced with welded wire mesh.
- PGA Stadium-Tournament Club, La Quinta - 21,534 square-foot, two-story building. Tenant improvements and remodeling of club in La Quinta, including stairs; locker rooms; bar, lounge, and dining area; and main entry. New lower level; Grab & Go Convenience Market; patio and fire pit.
- Taco Bell, Indio & Palm Springs - New restaurants.



Caltrans Brawley Bypass

**EDUCATION:**

**United States Naval Academy**  
BS, Mechanical Engineering

**CERTIFICATIONS:**

**Caltrans Testing Methods**

Nos. 105, 106, 125-AC, 125-AGG/Soil, 201, 202, 216, 217, 226, 227, 231, 301, 304, 305, 308, 309, 366, 370, 375, 382, 504, 518, 523, 523.2, 533, 539, 540, 556, 557

**American Concrete Institute (ACI)**

Concrete Field Testing Technician Grade I  
#01000558

**International Code Council (ICC)**

Reinforced Concrete #5238503

Structural Masonry #5238503

Structural Masonry UBC #5238503

**City of San Diego**

Reinforced Concrete #997

Structural Masonry #997

**CPN Certified**

Nuclear Gauge #36235

**MEMBERSHIPS & ASSOCIATIONS:**

American Concrete Institute (ACI)

International Code Council (ICC)

**Stephen Braun**

Special Inspector

**Experience & Responsibilities**

Stephen has been in the construction industry since 2000 and joined SCS&T in 2008. He has served as a Soils Technician, Laboratory Testing Technician, Apprentice Elevator Constructor, and Special Inspector for reinforced concrete and structural masonry. He will be responsible for laboratory testing in accordance with Caltrans methods for concrete and soils testing, and provide inspection of reinforced concrete and structural masonry.

**Project Experience**

- Caltrans On-Call Services
- County of San Diego On-Call Contract
- City of Carlsbad On-Call Contract
- City of San Diego As-Needed Professional Geotechnical Design Services
- State Route 76 Middle Corridor - New four lane highway on State Route 76 from Melrose Drive to South Mission Road.
- Mt. Soledad Slope Road Repairs, La Jolla - Repair of sinkhole and landslide. SCS&T was able to provide immediate response for the urgent repair services.
- State Route 905, San Ysidro - New shotcrete walls.
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- City of Chula Vista On-Call Contract - Various locally funded projects including street lights, sewer lines, pump stations and restroom facilities.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.



Caltrans Laboratory Testing

**EDUCATION**

*Instituto Tecnológico of Tijuana*  
Civil Engineering Certificate

**CERTIFICATIONS:**

**American Concrete Institute (ACI)**  
Concrete Field Testing Technician Grade I  
#00103859

**International Code Council (ICC)**

Reinforced Concrete #5238717-49  
Prestressed Concrete #5238717-92

**City of San Diego**

Reinforced Concrete #1022  
Prestressed Concrete #1022

**Caltrans Testing Methods**

Nos. 105, 106, 125-AC, 125-AGG/Soil, 201,  
202, 216, 217, 226, 231, 375, 504, 518, 521, 523,  
523.2, 533, 539, 540, 556, 557

**MEMBERSHIPS & ASSOCIATIONS:**

American Concrete Institute (ACI)  
International Code Council (ICC)

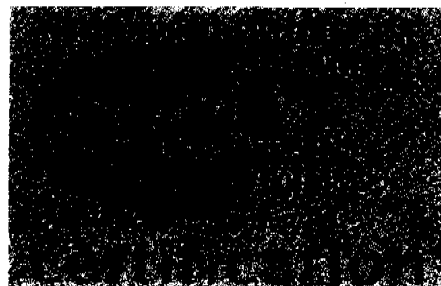
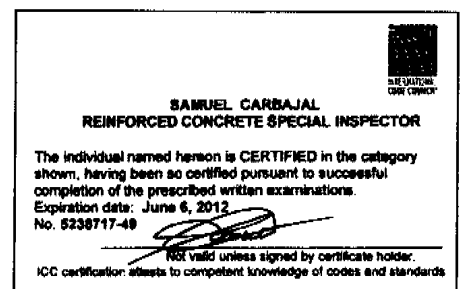
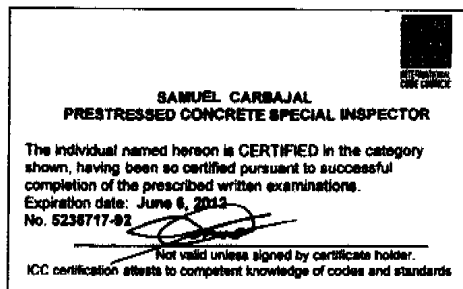
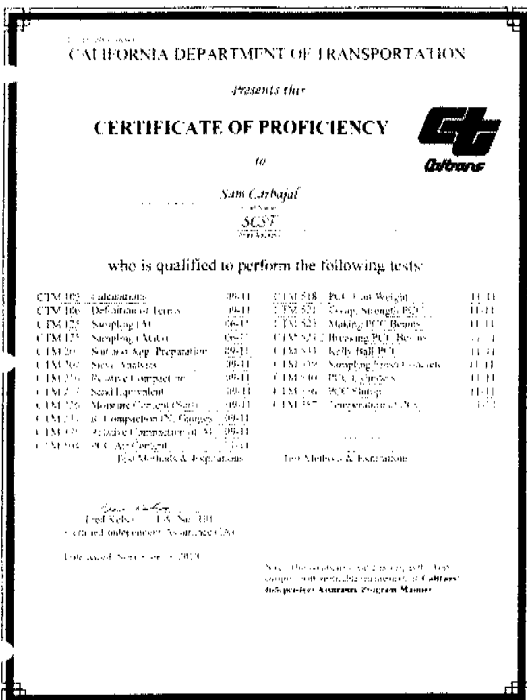
**Sam Carbajal**  
Special Inspector

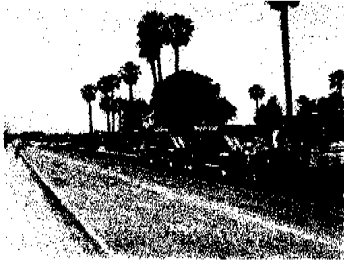
**Experience & Responsibilities**

Sam has been in the construction industry since 2000, and joined SCS&T in 2002. As a Special Inspector, Sam provides concrete inspection. Sam also serves as a Laboratory Technician, and is responsible for performing day-to-day testing in the laboratory, including sieve analysis, consolidation, direct shears, R-value, and LA abrasion testing. He runs tests according to standards set by Caltrans, the American Association of State Highway Transportation Officials (AASHTO), the American Society for Testing and Materials (ASTM), the Cement Concrete Reference Laboratories (CCRL) and other regulatory agencies. Sam will provide Caltrans and other laboratory testing, as well as concrete inspection.

**Project Experience**

- City of Palm Springs
- Caltrans On-Call Services
- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- City of Carlsbad On-Call Contract
- City of San Diego As-Needed Professional Geotechnical Design Services
- Palm Springs International Airport Runways
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- State Route 76 Widening, San Marcos - Widening and realignment of 1.3 miles of State Route 76 from Interstate 15 to Pala Casino, including the widening of Horse Creek Ranch Bridge. Project also included new signage and drainage improvements.
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.
- Wolff Waters Place Apartments, La Quinta - 15-acre, 218 unit, locally funded affordable housing project in 22 buildings. The project is expected to obtain LEED certification for its environmentally sensitive construction and design.





City of Indio Avenue 44

**CERTIFICATIONS:**

**International Code Council (ICC)**

- Structural Masonry #5274303-84
- Structural Masonry UBC #5274303-X4
- Prestressed Concrete #5274303-92
- Reinforced Concrete #5274303-49
- Spray-Applied Fireproofing #5274303-86

**American Concrete Institute (ACI)**

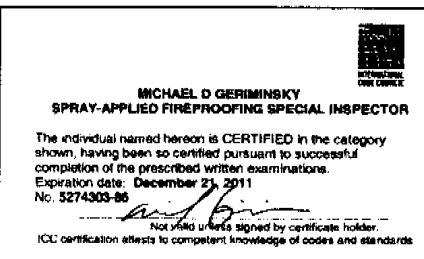
Concrete Field Testing Technician Grade I  
#01068541

**Division of the State Architect (DSA)**

Masonry #5166

**MEMBERSHIPS & ASSOCIATIONS:**

- American Concrete Institute (ACI)
- International Code Council (ICC)



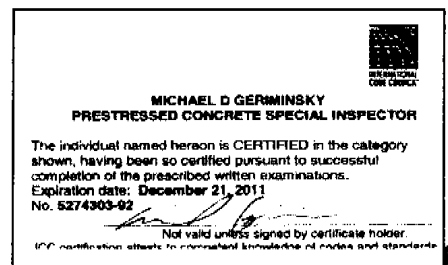
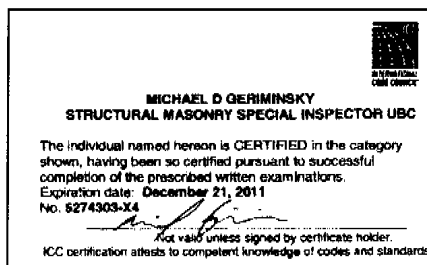
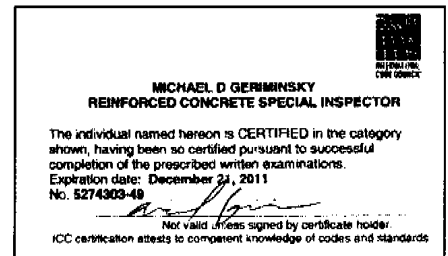
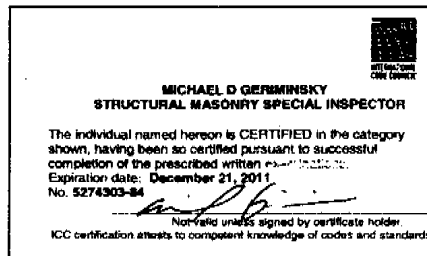
**Michael Geriminsky**  
Special Inspector

**Experience & Responsibilities**

Michael has four years of experience and has been with SCS&T since 2006. His prior experience includes work as a customer service representative and order selector, which included quality control and safety coordination. Michael will provide special inspection of concrete, fireproofing and masonry.

**Project Experience**

- City of Palm Springs
- City of Indio On-Call Contract
- County of San Diego On-Call Contract
- Palm Springs International Airport Runways
- City of Cathedral City, Sky Blue Water Trail - Sidewalk improvements including construction of missing links on Sky Blue Water Trail at various locations between 33rd Avenue and Ramon Road.
- Gerald Ford Drive, Palm Desert - Construction of a new left-turn lane.
- Ironwood Country Club, Palm Desert - Repair and replacement of existing asphalt concrete driveways and parking areas.
- PGA Stadium-Tournament Club, La Quinta - 21,534 square-foot, two-story building. Tenant improvements and remodeling of club in La Quinta, including stairs; locker rooms; bar, lounge, and dining area; and main entry. New lower level; Grab & Go Convenience Market; patio and fire pit.
- Wolff Waters Place Apartments, La Quinta - 15-acre, 218 unit, locally funded affordable housing project in 22 buildings. The project is expected to obtain LEED certification for its environmentally sensitive construction and design.
- KFC, Indio - new Kentucky Fried Chicken restaurant.
- Sun City Shadow Hills, Indio - Streets, sidewalks, golf course, pool and single-family residences in this Active Adult community.
- Terra Lago Masterplanned Community Street, Bridge & Infrastructure, Indio - New masterplanned neighborhood including new streets, two bridges crossing a man-made lake and associated site infrastructure.
- Wells Fargo Bank, Palm Desert & La Quinta - New branch offices.





City of Palm Springs Airport

**CERTIFICATIONS:**

**International Code Council (ICC)**

- Reinforced Concrete #5230739-49
- Prestressed Concrete #5230739-92
- Structural Masonry #5230739-X4
- Structural Steel & Welding #5230739-85

**American Concrete Institute (ACI)**

Concrete Field Testing Technician Grade I  
#00039898

**CPN Nuclear Gauge**

Certification #44682

**MEMBERSHIPS & ASSOCIATIONS:**

- American Concrete Institute (ACI)
- International Code Council (ICC)

**Joseph Kjolsrud (Joe)**

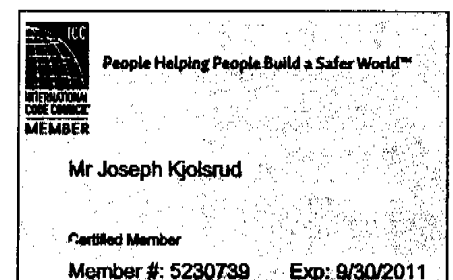
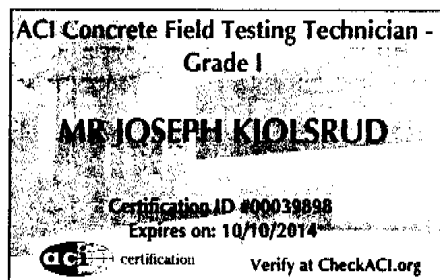
Special Inspector

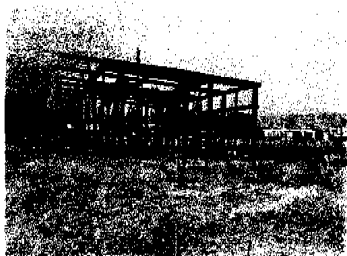
**Experience & Responsibilities**

Joe has over 32 years of construction industry experience and has been employed with SCS&T since 2005. He worked for 19 years as a concrete estimator and general construction estimator in the Inland Empire. Other experience includes work for a concrete construction company as a cement mason and concrete form carpenter. His skills include estimating, proposal preparation, purchasing, dispatch, field support and operations coordination. Joe's responsibilities will include inspection of concrete, masonry and welding inspection for reinforcing and structural steel.

**Project Experience**

- City of Palm Springs
- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- Palm Springs International Airport Runways
- City of Coachella - projects include various sidewalk construction throughout the city, and the Street Rehabilitation Program Phases 4 & 5.
- City of La Quinta - Various street improvements including driveway, catch basin, and curb repair; and new traffic signal bases.
- Ironwood Country Club, Palm Desert - Repair and replacement of existing asphalt concrete driveways and parking areas.
- Wells Fargo Bank, Palm Desert & La Quinta - New branch offices.
- Terra Lago Masterplanned Community Street, Bridge & Infrastructure, Indio - New masterplanned neighborhood including new streets, two bridges crossing a man-made lake and associated site infrastructure.
- Sun City Shadow Hills, Indio - Streets, sidewalks, golf course, pool and single-family residences in this Active Adult community.
- Wolff Waters Place Apartments, La Quinta - 15-acre, 218 unit, locally funded affordable housing project in 22 buildings. The project is expected to obtain LEED certification for its environmentally sensitive construction and design.
- Dink's Restaurant & Ultra Lounge, Palm Springs - New restaurant.
- Classic Party Rentals, Various locations in Coachella Valley - Vertical tension and lateral resistance of stakes for rigid and semi-rigid event structures at various locations.
- Claypool Building, Palo Verde College, Needles - Refurbishment of a two-story, 1930's era building. Demolition and refurbishment of interior space and restoration of Art Deco facade. Facility includes classrooms, computer labs, library space, learning labs, graphic arts lab, and administrative offices. The project also included new HVAC, electrical, and mechanical systems, and seismic strengthening.





City of Palm Springs Animal Shelter

**CERTIFICATIONS**

Office of Statewide Health Planning and Development (OSHPD)  
Welding #C-20753

**American Welding Society (ASW)**

Certified Welding Inspector #01080121

**Smith-Emery Company**

Ultrasonic Technician Level II  
Magnetic Particle Level II

**International Code Council (ICC)**

Structural Steel and Welding #5045945-85  
Spray-Applied Fireproofing #5045945-86

**City of San Diego**

Structural Steel and Welding #774  
Spray-Applied Fireproofing #774

**MEMBERSHIPS & ASSOCIATIONS:**

American Welding Society (AWS)  
American Concrete Institute (ACI)  
International Code Council (ICC)

**James McNeil (Jim)**

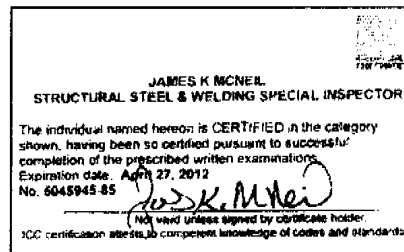
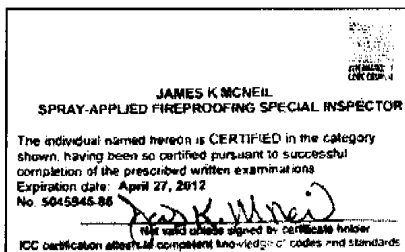
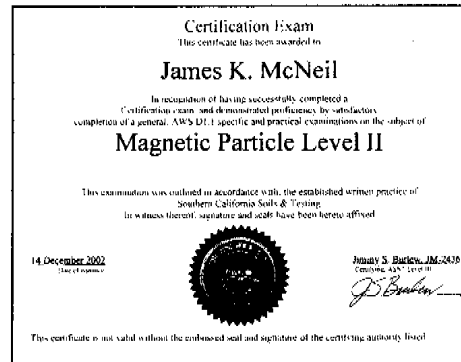
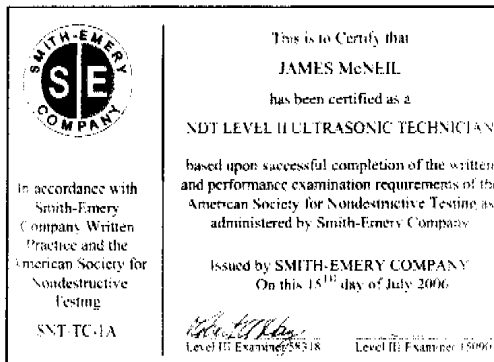
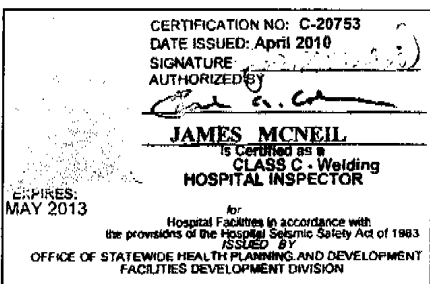
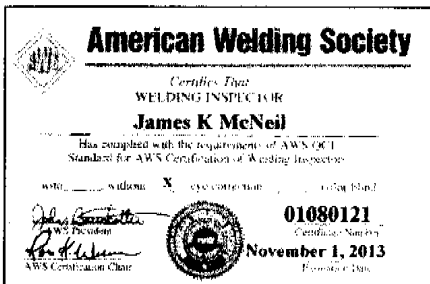
Special Inspector

**Experience & Responsibilities**

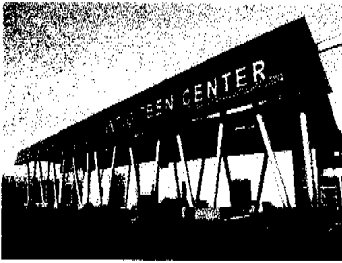
Jim has 30 years of experience, and has been with SCS&T 2001. Prior to joining SCS&T, Jim spent ten years in the United States Marine Corps. In that time, he completed coursework and training in quality assurance administration, mechanics, welding, and non-destructive inspections. His experience includes developing and implementing non-destructive evaluation (NDE) procedures; coordinating maintenance, NDE inspections and welding operations; and training, certifying, and evaluating NDE technicians and operators. Jim's duties during this contract will include special inspection of welding of reinforcing and structural steel, fireproofing inspection, and non-destructive testing.

**Project Experience**

- City of Palm Springs
- County of San Diego On-Call Contract
- City of Carlsbad On-Call Contract
- Otay Water District On-Call Contract, Chula Vista - Various locally funded projects including reservoir tanks, utility relocation, new pipelines, pump stations and pavement repairs.
- Wolff Waters Place Apartments, La Quinta - 15-acre, 218 unit, locally funded affordable housing project in 22 buildings. The project is expected to obtain LEED certification for its environmentally sensitive construction and design.
- Dink's Restaurant & Ultra Lounge, Palm Springs - New restaurant.
- PGA Stadium-Tournament Club, La Quinta - 21,534 square-foot, two-story building. Tenant improvements and remodeling of club in La Quinta, including stairs; locker rooms; bar, lounge, and dining area; and main entry. New lower level; Grab & Go Convenience Market; patio and fire pit.
- Fire Station #6, Carlsbad - New 6,200 square-foot, two-story fire station, including kitchen, weight room and four bedrooms.
- Red Mountain Disinfection Facility, Fallbrook - New ultraviolet disinfection facility, sodium hypochlorite and aqueous ammonia storage and feed facilities, new meter vault, chemical trenches, sidewalks, roads, drainage structures, and installation of 84" chlorine contractor piping.







City of Indio Teen Center

**CERTIFICATIONS:**

**International Code Council (ICC)**

- Reinforced Concrete #5077516
- Prestressed Concrete #5077516
- Structural Masonry #5077516
- Building Inspector UBC #5077516
- Building Inspector #5077516

**American Concrete Institute (ACI)**

Concrete Field Testing Technician Grade I  
#00035478

**Troxler Certification**

Nuclear Gauge

**MEMBERSHIPS & ASSOCIATIONS:**

- American Concrete Institute (ACI)
- International Code Council (ICC)

**Miles Woodard**  
Special Inspector

**Experience & Responsibilities**

Miles has been in the construction industry since 1998 and specifically in the construction inspection field since 1999 when he joined SCS&T. Prior to joining SCS&T, Miles worked in construction framing. Miles provides SCS&T not only with inspection, but with third party quality assurance/quality control of waterproofing, roofing, building envelope and underground utilities, and performs leak investigations. During this contract, he will be responsible for special inspection of concrete and masonry.

**Project Experience**

- City of Palm Springs
- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- Palm Springs International Airport Runways
- The Rosa Gardens, Palm Springs - 4.45 acre, 57 unit affordable apartments. The project is funded through a combination of public and private funding, including CalHFA Bonds, HOME funds and Low Income Housing Tax Credits. Units will feature energy star appliances and the building design and materials are 20% above the California Title 24 energy standards.
- Wolff Waters Place Apartments, La Quinta - 15-acre, 218 unit, locally funded affordable housing project in 22 buildings. The project is expected to obtain LEED certification for its environmentally sensitive construction and design.
- Dink's Restaurant & Ultra Lounge, Palm Springs - New restaurant.
- Ironwood Country Club, Palm Desert - Repair and replacement of existing asphalt concrete driveways and parking areas.
- Terra Lago Masterplanned Community Street, Bridge & Infrastructure, Indio - New masterplanned neighborhood including new streets, two bridges crossing a man-made lake and associated site infrastructure.
- Sun City Shadow Hills, Indio - Streets, sidewalks, golf course and single-family residences in this Active Adult community.
- Red Mountain Disinfection Facility, Fallbrook - New ultraviolet disinfection facility, sodium hypochlorite and aqueous ammonia storage and feed facilities, new meter vault, chemical trenches, sidewalks, roads, drainage structures, and installation of 84" chlorine contractor piping.

**ACI Concrete Field Testing Technician - Grade I**

**MILES WOODARD**

Certification ID #00035478  
Expires on: 02/27/2015



Verify at CheckACI.org

**MILES D WOODARD  
BUILDING INSPECTOR UBC**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examination(s).  
Expiration date: **May 31, 2013**  
No. 5077516

*Miles Woodard*

Not valid unless signed by certificate holder  
ICC certification attests to competent knowledge of codes and standards

**MILES D WOODARD  
STRUCTURAL MASONRY SPECIAL INSPECTOR**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examination(s).  
Expiration date: **May 31, 2013**  
No. 5077516

*Miles Woodard*

Not valid unless signed by certificate holder  
ICC certification attests to competent knowledge of codes and standards

**MILES D WOODARD  
PRESTRESSED CONCRETE SPECIAL INSPECTOR**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examination(s).  
Expiration date: **May 31, 2013**  
No. 5077516

*Miles Woodard*

Not valid unless signed by certificate holder  
ICC certification attests to competent knowledge of codes and standards

**MILES D WOODARD  
BUILDING INSPECTOR**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examination(s).  
Expiration date: **May 31, 2013**  
No. 5077516

*Miles Woodard*

Not valid unless signed by certificate holder  
ICC certification attests to competent knowledge of codes and standards

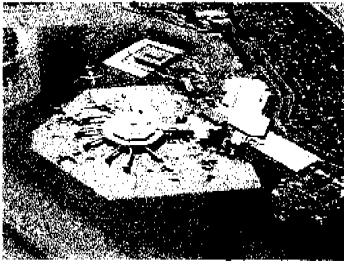
**MILES D WOODARD  
REINFORCED CONCRETE SPECIAL INSPECTOR**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examination(s).  
Expiration date: **May 31, 2013**  
No. 5077516

*Miles Woodard*

Not valid unless signed by certificate holder  
ICC certification attests to competent knowledge of codes and standards





Palm Springs International Airport

**CERTIFICATIONS:**

**Caltrans Testing Methods:**

Nos. 105, 106, 125 - AC, 125 - AGG/Soils, 201, 202, 204, 205, 206, 207, 211, 213, 216, 217, 226, 227, 229, 231, 301, 304, 305, 308, 309, 366, 367, 370, 375, 382, 504, 515, 518, 521, 523, 523.2, 524, 533, 539, 540, 556, 557

**American Concrete Institute (ACI)**

Concrete Field Testing Technician Grade I  
#01049477

Concrete Laboratory Testing Technician Level I  
#01049477

Aggregate Testing Technician Level I  
#01049477

Concrete Strength Testing Technician  
#01049477

**CPN International, Inc.**

Nuclear Gauge Certification #45800

**MEMBERSHIPS & ASSOCIATIONS:**

American Concrete Institute (ACI)

**ACI Concrete Laboratory Testing Technician - Level I**

**CLINT C ADKINS**

Certification ID #01049477  
Expires on: 12/11/2015



Verify at CheckACI.org

**ACI Concrete Field Testing Technician - Grade I**

**CLINT C ADKINS**

Certification ID #01049477  
Expires on: 06/26/2015



Verify at CheckACI.org

**Clint Adkins**

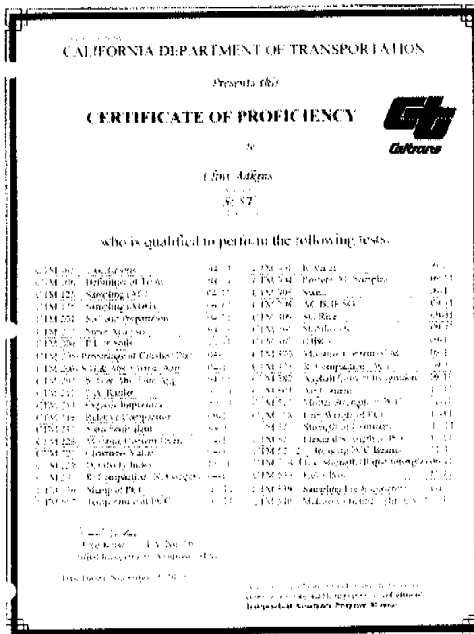
Assistant Laboratory Manager

**Experience & Responsibilities**

Clint has been with Southern California Soil & Testing, Inc. since 2005. He began as a laboratory technician, and now serves as the lab supervisor. He is responsible for performing much of the day-to-day training and testing in the laboratory. He is responsible for maintenance and procurement of any equipment required for certifications and/or approval by the various licensing agencies, and runs all tests according to standards set by Caltrans, CCRL, ASTM, and AASHTO. Clint will be responsible for assisting Ron with laboratory duties and performing Caltrans testing. He is also available to provide concrete inspection.

**Project Experience**

- City of Palm Springs
- Caltrans On-Call Services
- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- City of Carlsbad On-Call Contract
- City of San Diego As-Needed Professional Geotechnical Design Services
- Palm Springs International Airport Runways
- Cabazon Storm Drain Project, Indio - Geotechnical design recommendations for the planned construction of a 36-inch RC pipe.
- City of Poway On-Call Contract - Various locally funded projects including street and overlay maintenance programs, road improvements and widening, sidewalk improvements, parking lots, sewer and water pipeline upgrades and replacements, and ground water investigations.
- City of Chula Vista On-Call Contract - Various locally funded projects including street lights, sewer lines, pump stations and restroom facilities.
- State Route 76 Widening, San Marcos - Widening and realignment of 1.3 miles of State Route 76 from Interstate 15 to Pala Casino, including the widening of Horse Creek Ranch Bridge. Project also included new signage and drainage improvements.



**ACI Aggregate Testing Technician - Level 1**

**CLINT C ADKINS**

Certification ID #01049477  
Expires on: 12/11/2015



Verify at CheckACI.org

**ACI Concrete Strength Testing Technician**

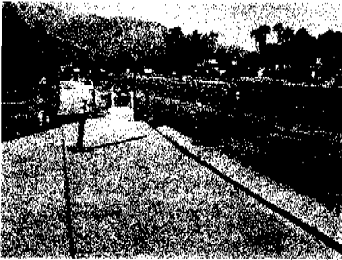
**CLINT C ADKINS**

Certification ID #01049477  
Expires on: 12/11/2015



Verify at CheckACI.org





City of Palm Springs

**CERTIFICATIONS**

**American Concrete Institute (ACI)**  
Field Testing Technician Grade I #01152494

**Anthony Wiant**  
Laboratory Technician

**Experience & Responsibilities**

Anthony joined SCS&T in 2008. As a Laboratory Technician, Anthony is responsible for performing day-to-day testing in the laboratory, including sieve analysis, consolidation, direct shears, R-value, and LA abrasion testing. He runs all tests according to standards set by the Cement Concrete Reference Laboratories (CCRL), American Society for Testing and Materials (ASTM), Caltrans, and the American Association of State Highway Transportation Officials (AASHTO). Anthony will be responsible for providing laboratory testing.

**Project Experience**

- City of Palm Springs
- County of San Diego On-Call Contract
- City of Indio On-Call Contract
- Palm Springs International Airport Runways
- Cabazon Storm Drain Project, Indio - Geotechnical design recommendations for the planned construction of a 36-inch RC pipe.
- Dink's Restaurant & Ultra Lounge, Palm Springs - New restaurant.
- City of Coachella - projects include various sidewalk construction throughout the city, and the Street Rehabilitation Program Phases 4 & 5.
- City of Cathedral City, Sky Blue Water Trail - Sidewalk improvements including construction of missing links on Sky Blue Water Trail at various locations between 33rd Avenue and Ramon Road.
- Highway 111 Beautification Project, Indian Wells
- Terra Lago Masterplanned Community Street, Bridge & Infrastructure, Indio - New masterplanned neighborhood including new streets, two bridges crossing a man-made lake and associated site infrastructure.
- Classic Party Rentals, Various locations in Coachella Valley - Vertical tension and lateral resistance of stakes for rigid and semi-rigid event structures at various locations.
- Ironwood Country Club, Palm Desert - Repair and replacement of existing asphalt concrete driveways and parking areas.
- PGA Stadium-Tournament Club, La Quinta - 21,534 square-foot, two-story building. Tenant improvements and remodeling of club in La Quinta, including stairs; locker rooms; bar, lounge, and dining area; and main entry. New lower level; Grab & Go Convenience Market; patio and fire pit.
- Sun City Shadow Hills, Indio - Streets, sidewalks, golf course and single-family residences in this Active Adult community.
- The Rosa Gardens, Palm Springs - 4.45 acre, 57 unit affordable apartments. The project is funded through a combination of public and private funding, including CalHFA Bonds, HOME funds and Low Income Housing Tax Credits. Units will feature energy star appliances and the building design and materials are 20% above the California Title 24 energy standards.
- Fine & Performing Arts Complex Phase 4, Palo Verde College, Blythe - 36,000 square-feet of new space in two masonry and structural steel buildings. The space includes a 400-seat theatre, classrooms, lab/studio space, and offices for the art, music and speech programs.

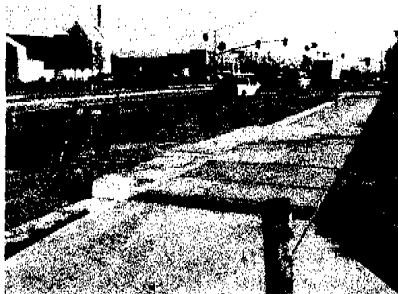
ACI Concrete Field Testing Technician  
Grade I

**ANTHONY J WIANT**

Certification ID #01152494  
Expires on: 10/25/2013

 certification      Verify at CheckACI.org

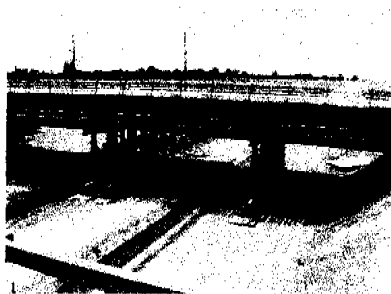




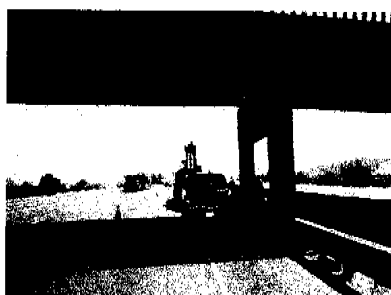
Vista Chino Widening



Palm Springs International Airport



Brawley Bypass



Interstate 10 at North Indian Avenue,  
Palm Springs

### City of Palm Springs

All projects locally funded, except for the airport masterplan.

- 2008/2009 & 2009/2010 Annual Asphalt Overlay Project.
- 2009/2010 Annual Slurry Seal Project.
- Vista Chino Widening.
- Golf Club Drive culvert reconstruction.
- New animal shelter.
- Storm Drain Line 22, Stage 2 including construction of a masterplanned storm drain system extending through the Palm Springs Wastewater Treatment Plant with a new outlet into the Tahquitz Creek Golf Course. The completed project will be owned by the Riverside County Flood Control & Water Conservation District.
- Federally funded airport masterplan. Phases I and II involved expansion of security checkpoint from two to six lanes, a second concourse, new holding room for regional airlines to accommodate 7 to 12 aircraft, and airport security wall. Phase III included improvements, modifications and rehabilitation of terminal complex including 6,500 square feet of new floor space.

*Geotechnical Services: Geotechnical Investigation; Observation & Testing of Grading, Subgrade, Backfill & Underground Utilities*

*Special Inspection & Materials Testing: Concrete, Welding, Masonry, Fireproofing, Post-Tension Concrete*

*Third Party QAIQC Services: Roofing*

**Allen Smoot, City of Palm Springs**

**760-778-8456**

### Caltrans On-Call Services Contract

- State Route 78/State Route 111 Expressway (Brawley Bypass) - New eight-mile, four-lane divided expressway from State Route 86 north of Brawley to south of the State Routes 78 & 111 junction to relieve congestion due to truck traffic. Project includes interchange with State Route 111, structures at the New River and Union Pacific Railroad crossings, and accommodation for future Brawley Airport expansion.
- Cactus Road to the Mexican Border - New freeway including three lanes in each direction, diamond interchanges, and a two quadrant cloverleaf interchange. Reconstruction of Caliente Avenue and Britannia Boulevard as overcrossing overcrossings. Reconstruction for undercrossings at La Media Road, Heritage Road and Airway Road. City street improvements, two-lane frontage road and inside shoulders planned for future HOV lanes.
- Rubberized seal coat and overlay areas with rubberized HMA near the Union Pacific Railroad Crossing in Brawley and rubberized hot mix asphalt concrete overlay on State Route 111 from Route 86 to Ross Road in Calexico.

*Geotechnical Services: Observation & Testing of Grading, Subgrade, Asphalt & Base Materials Testing: Concrete*

**Shawn Rizzuto, Caltrans**

**760-355-8666**

### Interstate 10 at North Indian Canyon, Palm Springs

Caltrans project including the design for widening of overcrossing and new interchange ramps.

*Geotechnical Services: Geotechnical Design Parameters of Overcrossing Structure, Seismic Recommendations, Structure Foundation Report*

**Gerard Lumabas, Dokken Engineering**

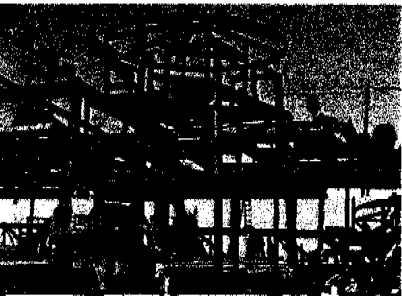
**858.514.8377**



Black Canyon Bridge



Valley Center Bridge



Fallbrook Library



Jamacha Boulevard Improvements

**County of San Diego On-Call Contract**

SCS&T had been providing on-call geotechnical, materials testing and special inspection services to the County since 2005. The Black Canyon, Valley Center and Viejas Boulevard bridge projects are Federally Funded. All other projects are locally funded.

- Black Canyon Bridge Replacement - Federally funded, new two-lane, 175-foot long, 28-foot wide reinforced concrete box girder bridge, designed to meet current structural and seismic requirements. The existing bridge, built in 1913, was rehabilitated to preserve and protect its historic qualities, and is used for pedestrian, equestrian and bicycle use.
- Viejas Boulevard Bridge, Descanso - Federally funded new arched concrete bridge over the Sweetwater River to replace the old steel-girder bridge from the 1950's. It was developed with input from the local community and is designed to minimize impact to the environment and to minimize impacts to traffic flow during the one-year construction.
- Valley Center Bridge, San Diego County - Federally funded bridge project to replace the old bridge built in 1939 because of the possibility of undermining of the foundation during heavy storms. The new bridge will be two-lanes with an eight-foot parkway on either side. It is being built parallel to existing bridge so as not to disrupt traffic during construction.
- Realignment of San Vicente Road between Warnock Drive & Wildcat Canyon Road.
- Jamacha Boulevard Improvements - Design and construction of road widening, retaining walls and traffic signals.
- Extension of Ramona Street and relocation of the existing water pipeline.
- Pine Valley Creek Bridge geophysical study.
- Blue Sky Ranch Road and Wildcat Canyon Road cut slope stability and the widening of Wildcat Canyon Road to handle increased traffic to Barona Casino.
- Shockey Truck Trail Bridge - Design and construction of a new pedestrian bridge to replace the existing burnt bridge. The new bridge will be of wood construction supported on driven timber piles.
- Rancho Santa Fe roundabouts.
- Central Avenue Trail sidewalk extension.
- Design and construction of a sidewalk and a retaining wall on South Barcelona Street.
- Aliso Canyon drainage improvements.
- Design and construction of retaining walls at the intersection of Camino Del Rey and Old River Road.
- Installation of three reinforced concrete box culverts and two, 54-inch storm drains in Los Coches Road.
- Design and construction of a new water main in Osborne Street.
- Various county-wide parking lot upgrades and expansions.
- Las Colinas Women's Detention Facility - Design and construction of a new 45 acre detention facility.
- Fallbrook Branch Library - New 17,500 square-foot library with teen space, a community room, children's library, computers and a bookstore.
- Ramona Branch Library - New 21,000 square-foot building using sustainable features including solar panels.
- New Clemmens Lane Park, Lakeside Sports Complex, and the expansion of the Spring Valley Community Center.

**JoDee Taylor, County of San Diego**

**858-694-2212**

*Geotechnical Services: Geotechnical Investigation; Structure Foundation Report; Plan Review; Percolation Testing; Observation & Testing of Subgrade, Base, Curb & Gutter, Asphalt, Grading and Backfill  
Special Inspection & Materials Testing: Concrete, Batch Plant and Masonry*



Avenue 44 & Golf Center Parkway, Indio



Avenue 45 & Jackson Street, Indio



Las Encinas Creek Bridge Replacement, Carlsbad

**ADDITIONAL EXPERIENCE IN THE DESERT AREA**

- City of Cathedral City Sky Blue Water Trail
- City of Coachella Street Rehabilitation Programs Phases 4-5
- City of Rancho Mirage Whitewater River Channel South Bank
- County of Riverside Southwest Sedimentation Basin at Badlands Sanitary Landfill Gerald Ford Drive, Palm Desert

**City of Indio On-Call Contract**

Various locally funded Capital Improvement Projects for the City and Redevelopment Agency including:

- City-Wide Street Rehabilitation Program Phases I-VI.
- Avenue 48 Bridge Improvements.
- Slurry seal at Avenue 46th & Shields Road and type I REAS Slurry for wet track abrasion testing for Phase VI of the road rehabilitations.
- Jackson Street overhead and overcrossing repair and retrofit.
- Downtown Indio Phase I Improvement projects, which will include street improvements, underground conduit system, sewer and water lines, and landscaping.
- Avenue 44 and Golf Center Parkway.
- Avenue 45 and Jackson Street.
- Geotechnical investigation for six city parks and geotechnical testing during construction for three of the parks.
- Light post bases at the Indio Municipal Golf Course.
- 12,500 square-foot, four-acre Indio Teen Center including parking, counseling/resource center, multi-purpose rooms, two conference rooms, internet cafe and basketball court.
- Various waterline improvements, pump stations, and city water wells.

*Geotechnical Services: Geotechnical Investigation; Pavement Investigation; Grading, Asphalt, Caisson Drilling, Backfill and Base Material Observation & Testing*  
*Special Inspection & Materials Testing: Concrete, Masonry, Welding*

**Mark Hodnick, City of Indio**

**760-347-1058**

**City of Carlsbad On-Call Contract**

Locally funded projects including:

- Las Encinas Creek Bridge Replacement, Carlsbad - Replacement of existing bridge built in 1939 and expanded in 1928 with a new two-lane concrete bridge, build to current safety and seismic standards. The project also includes a bicycle lane, shoulders, safety rails, and the rebuilding and extending of rock revetment on both sides of the creek to protect the roadway from damage during storms and high tides.
- 2009 Pavement Overlay projects.
- 2008 Pavement Overlay program for Palomar Airport Road.
- Gateway Road & Innovation Way Recycled Pipelines
- Oak Avenue sewer replacement.
- Tamarack Sewer Replacement.
- El Fuerte Sewer Extension.
- Restoration of the Leo Carrillo Barn.
- Poinsettia Park Parking Lots Phase 2B

**John Maashoff, City of Carlsbad**

**760-602-2780**

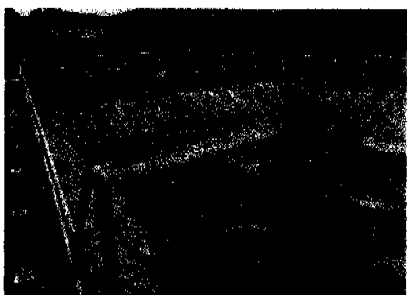
*Geotechnical Services: Observation & Testing of Grading, Underground Utilities, and Base Materials; Observation of Placement of Leveling Course; Observation of Rubberized AC Placement*

*Special Inspection & Materials Testing: Concrete, Batch Plant Sampling of AC Mixes, Laboratory Testing for Mix Design Conformance*





City of San Diego



City of San Diego



City of San Diego



Palm Springs International Airport Runways

### City of San Diego As-Needed Professional Geotechnical Design Services

Five year contract with the City to provide professional geotechnical design services for locally funded projects, including:

- Juan Street Concrete Pavement Replacement Project - Design and construction of new pavement section and installation of new curb, gutter, sidewalks, curb ramps, driveways and cross gutters.
- La Jolla Mesa Drive Sidewalk Improvements - Design and construction of a sidewalk, curb and gutter, street reconstruction and a retaining wall.
- Juniper Street Sidewalk Improvements - Design and construction of a new sidewalk and retaining walls.
- 38th Street Cul-De-Sac Improvements - Improvements to sidewalks, curbs and gutters and new pavements.
- Ocean Beach Comfort Station Replacement - Design and construction of a 1,400 square-foot comfort station.
- Design and construction of a new sewer and water lines in Point Loma.
- Pothole investigations for various Sewer & Water groups including:
  - various streets and new sewer lines in La Jolla.
  - planned eight-inch sewer line in Southcrest Avenue.
  - various streets in the East Village area of Downtown San Diego.
  - Ten locations around University Avenue and 52nd Street.
  - Sewer and water main replacements in Meade and Trojan Avenues.
- Sewer & Water Group 789 - Design and construction of new sewer and waterlines in Clairemont Mesa and Linda Vista.
- East Point Loma Trunk Sewer Replacement - Design and construction of new sewer mains, sewer manhole and sewer laterals.
- Proposed Palm City Trunk Sewer replacement.
- Lower Otay Reservoir - Study to determine the geologic and geophysical conditions relative to the materials expected to be encountered during construction of the spillway improvements.
- Buchanan Canyon Sewer Replacement - Installation of 8, 10, 12 and 15-inch sewer mains, sewer manholes and sewer laterals for a one mile long sewer line.
- City Wide Pump Station Upgrades - Upgrades to seven pump stations in Rancho Bernardo and the Via de la Valle community.
- First San Diego River Improvement Project Dredging Design - Dredging approximately 3,000 cubic yards of soil from the San Diego River near Hazard Center.
- Various storm drain line improvements.

*Geotechnical Services: Geotechnical Investigation, Grading & Foundation Plan Review, Observation & Testing of Asphalt, Grading, Subgrade, Underground Utilities and Base Material*

*Special Inspection & Materials Testing: Concrete*

**Jericho Gallardo, City of San Diego**

**619-533-7523**

### Palm Springs International Airport Runways, Palm Springs

Federally funded project consisting of the paving 5,000 linear feet of Runway 13L-31R, Taxiway E, and cross-connecting taxiways.

*Geotechnical Services: Geotechnical Investigation, Earthwork Observation & Testing  
Special Inspection & Materials Testing: Concrete*

**Jeffrey Warkoski, Reynolds, Smith, & Hill, Inc.**

**303.409.9700**

ATTACHMENT "A"

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED  
WITH ENVELOPE NO. 1 (YOUR TECHNICAL PROPOSAL)\***

**REQUESTS FOR PROPOSALS (RFP) # 07-11  
FOR  
ON-CALL SOILS, GEOTECHNICAL AND MATERIALS TESTING SERVICES  
SIGNATURE AUTHORIZATION**

PROPOSER: Southern California Soil & Testing, Inc.

A. I hereby certify that I have the authority to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

  
\_\_\_\_\_  
SIGNATURE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;  
 A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_

A company;  
 A corporation  
 A Local Business (Licensed within the jurisdiction of the Coachella Valley).  
Copy of current business license is required to be attached to this document.

2. My tax identification number is: 952240733

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # None is/are hereby acknowledged.





**CITY OF PALM SPRINGS BUSINESS LICENSE**

3200 E TAHQUITZ CANYON WAY, PALM SPRINGS, CA 92262 (760) 323-8289

PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO RENEW AND UPDATE THIS LICENSE ANNUALLY.

<b>BUSINESS NUMBER:</b>	<b>20007852</b>	<b>EXPIRATION</b>	<b>TAX/ADMIN. FEE</b>	<b>CERT NO</b>
<b>BUSINESS TYPE:</b>	<b>GEOTECHNICAL MATERIALS ENGINEE</b>	<b>08/31/2011</b>	<b>18.00</b>	<b>21931</b>
<b>OWNER NAME:</b>	<b>KATZ, HOWARD</b>	<b>08/31/2011</b>	<b>200.00</b>	<b>21932</b>

**BUSINESS NAME:** SOUTHERN CALIFORNIA SOIL & TES  
**BUSINESS ADDRESS:** 6280 RIVERDALE STREET  
SAN DIEGO, CA 92120

SOUTHERN CALIFORNIA SOIL & TES  
6280 RIVERDALE STREET

SAN DIEGO CA 92120

ISSUANCE OF THIS LICENSE DOES NOT ENTITLE  
THE LICENSEE TO OPERATE OR MAINTAIN A  
BUSINESS IN VIOLATION OF ANY OTHER LAW  
OR ORDINANCE. THIS IS NOT AN ENDORSEMENT  
OF THE ACTIVITY NOR OF THE APPLICANT'S  
QUALIFICATIONS.

**MUST BE POSTED IN A CONSPICUOUS PLACE**



## E. Local Expertise

### Team Members with Local Expertise

Founded in 1959, SCS&T is a geotechnical and materials consulting and testing company, offering a wide range of construction support services. From undeveloped land through final construction, SCS&T utilizes an in-house laboratory and materials testing facility to provide accurate and verifiable data in a timely and cost-effective manner.

The following key personnel have experience in the Coachella Valley area. We have additional inspectors and technicians with experience in the Coachella Valley area, who are available if necessary. They are listed in our organization chart, and their resumes are available by request.

#### **Project Management Team**

Garrett Fountain, PE, GE - Project Manager - will be responsible for management of all aspects of this contract.

Gordon T.M. Woodard, PE - Alternate Project Manager- will be responsible for assisting Garrett in the management of this contract.

Ron Baudour - Laboratory Manager- will be responsible for oversight of all laboratory testing services.

#### **Geotechnical Engineering Staff**

Doug Skinner, CEG, PG - Senior Geologist - will perform geologic work, as needed.

Eddie Liang, PE - Project Engineer - will assist with engineering duties and provide Caltrans testing.

Roy Butz, GIT - Staff Geologist - will assist with engineering duties and provide Caltrans testing.

Andrew Neuhaus, PG - Geologist - will assist with engineering duties.

Hans van de Vrugt, RG, CEG, RGp - Geophysical Consultant - will provide geophysical investigations.

Steve Ward - Field Supervisor/Senior Field Technician - will provide field supervision and testing and sampling of all aspects of soils work.

**Geotechnical Field Staff** - will be responsible for testing and sampling of all aspects of soils work.

Jerrold Krulitz

Jimmy Sanchez

**Special Inspection Staff** - will be responsible for special inspection of steel, masonry, welding inspection for reinforcing and structural steel, and non-destructive testing.

Sam Carbajal

Michael Geriminsky

Joe Kjolsrud

Jim McNeil

Miles Woodard

**Laboratory Technicians** - will be responsible for all laboratory testing services.

Clint Adkins

Anthony Wiant

SCS&T can customize all aspects of project management to accommodate our clients budgeting and project management needs while adhering to the standards of delivering professional services.

#### **CUSTOMIZED SERVICES**

Documentation

Budgeting

Reporting

Billing

Archiving

#### **PROJECT MANAGEMENT**

SCS&T has a strong commitment to project management. By assigning the project manager as your day-to-day contact for the duration of your project, SCS&T provides continuity throughout the entire development process.

**EXHIBIT "D"**  
**SCHEDULE OF COMPENSATION**



**Southern California Soil and Testing, Inc.**

**Confidential Schedule of Fees for Professional Services – City of Palm Springs**  
**Prevailing Wage**

**Effective February 1, 2011**

**PROFESSIONAL SERVICES**

**Engineer/Geologist**

Principal Engineer/Geologist .....	\$167
Senior Engineer/Geologist .....	140
Staff Engineer/Geologist .....	116
Concrete Mix Design Review .....	167
Deposition and Trial Testimony (4-Hour Minimum, with any time over 4 hours to be as 6 hours) .....	350
As-Graded Report (Dependant on Project) .....	Quote
Pavement Section Design Report .....	280
Test Result Report .....	167

**Technician**

Soils/Materials/QA-QC Supervisor .....	\$115
Soils Technician .....	96
Materials Technician (ACI) .....	98
QA/QC Technician (Third Party) .....	96
Floor Flatness (Dip Stick) Technician .....	200
Coring - Asphalt, Concrete, Masonry and Gunite .....	175

**Certified Deputy Inspection**

Certified Materials Special Inspector .....	\$98
Certified Building Inspector .....	98
NDT Technician (UT, MT, DT, VT) .....	98
Batch Plant Inspector .....	74
OSPHD Inspector A, B .....	108
OSPHD Inspector C .....	106
AWS Certified Welding Inspector (Field Welding, Shop Welding, High-Strength Bolting) .....	06

**Miscellaneous**

Overtime and Saturday Rate .....	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving) .....	2 x Regular Hourly Rate
Minimum Professional Fee .....	\$500/Project
Minimum Field Services Fee .....	\$400/Project
Rush Surcharge .....	normal rate plus 50%

**TRAVEL**

Personnel .....	Regular Hourly Rate
Per Diem (variable, depending on location) .....	\$80-160/day
Sample Pick Up (San Diego, Riverside and San Bernardino Counties) .....	\$63

**EQUIPMENT AND MATERIALS**

Nuclear Gauge .....	Included in Technician Rate
Outside Services/Equipment/Materials .....	Cost + 20%
Generator .....	\$50/day
Pachometer .....	\$10/hour
Concrete Vapor Emission Kits (ASTM F 1869) .....	\$35/kit

**LABORATORY TESTS**

**Soil And Aggregate**

Maximum Density, 4-inch mold (ASTM D1557) .....	\$212	Rock Correction for Maximum Densities .....	25
Maximum Density, 6-inch mold (ASTM D1557) .....	212	Plasticity Index (ASTM D4318) .....	122

# EXHIBIT "D"

## SCHEDULE OF COMPENSATION

Page 1 of 1

### LABORATORY TESTS

<b>Soil and Aggregate (cont.)</b>		<b>Asphalt Concrete (cont.)</b>	
<p>Hydrometer Analysis (ASTM D422).....\$106</p> <p>Collapse Potential (ASTM D5333).....106</p> <p>Expansion Index (ASTM D4829).....170</p> <p>Sieve Analysis (ASTM D422).....80</p> <p>Direct Shear, Normal Speed (ASTM D3080).....200</p> <p>Direct Shear, Slow Speed (ASTM D3080).....319</p> <p>Resistance Value, R-Value (Cal 301, ASTM D2844).....265</p> <p>California Bearing Ratio includes Max Density C (ASTM D1883).....594</p> <p>Sand Equivalent (Cal 217, ASTM D2419).....85</p> <p>Corrosivity (inc. pH, resistivity, soluble chlorides and sulfates).....180</p> <p>Sieve Analysis, Coarse (ASTM C136).....57</p> <p>Sieve Analysis, Fine (ASTM C136).....71</p> <p>Sieve Analysis, Pit Sample (ASTM C136, Cal 202).....123</p> <p>Cleaness Value (Cal 227).....215</p> <p>Specific Gravity, Coarse (ASTM C127).....66</p> <p>Specific Gravity, Fine (ASTM C127).....66</p> <p>Durability Index (Cal 229).....215</p> <p>Abrasion by LA Rattler (Cal 211, ASTM C131).....215</p> <p style="text-align: center;"><b>Asphalt Concrete</b></p> <p>Hveem - Maximum Bulk Specific Gravity (Cal 308) per plug.....\$128</p> <p>Hveem and Stabilometer (Cal 308/366) per plug.....168</p> <p>Rice - Maximum Theoretical Specific Gravity (ASTM D2041).....256</p> <p>Bulk Specific Gravity, Cores (ASTM D1188).....56</p> <p>Sieve Analysis Extracted Aggregate (ASTM D5444).....86</p>	<p>Percent Bitumen (Cal 382, ASTM D6307).....176</p> <p>Marshall Density (ASTM D6926) per plug.....128</p> <p>Marshall Density, Stability and Flow (ASTM D6927) per plug.....168</p> <p style="text-align: center;"><b>Masonry</b></p> <p>Compressive Strength, Block 8"x 8"x16" (ASTM C140).....\$50</p> <p>Compressive Strength, Prisms 8"x16"x8" or smaller.....106</p> <p>Compressive Strength, Prisms Larger than 8"x16"x8".....143</p> <p>Compressive Strength, Grout 3"x3"x6" (ASTM C1019).....26</p> <p>Compressive Strength, Mortar 2"x4" (ASTM C780).....26</p> <p>Compressive Strength, Mortar 2"x2" (ASTM C109).....28</p> <p>Linear Shrinkage, Block (ASTM C426).....242</p> <p style="text-align: center;"><b>Concrete</b></p> <p>Compressive Strength, Cylinders (ASTM C39).....\$26</p> <p>Compressive Strength, Core (ASTM C42).....57</p> <p>Compressive Strength, Shotcrete Panel, 3 cores (ASTM C1140).....279</p> <p>Splitting Tensile Strength, 6"x12" Cylinder (ASTM C496).....71</p> <p>Flexural Strength, 6"x6"x24" Beam (ASTM C78).....71</p> <p>Length Change, Mortar or Concrete (ASTM C157).....357</p> <p style="text-align: center;"><b>Metals</b></p> <p>Tensile Strength, #3 - #8 Reinforcing Steel (ASTM A615/A706).....\$71</p> <p>Tensile Strength, #9 - #11 (ASTM F8).....87</p> <p>Bend Test, #3 - #11 Reinforcing Steel (ASTM E8).....43</p>		

*Additional laboratory testing prices available upon request.*

### TERMS AND CONDITIONS

All field services will be charged from portal to portal with the following minimum charges:

- A one-hour minimum charge will be applied to materials sampling and sample pickups.
- A two-hour show-up charge will be applied to any service canceled after 4:00 PM the previous day.
- A two-hour minimum charge will be applied to all field services. After the two-hour minimum, work is charged for actual time worked.
- Work in excess of eight hours up to twelve hours in a single day, will be charged in 30-minute increments at 1.5 times the standard rate.
- Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.
- The Director of Industrial Relations (DIR) may dictate periodic increases to the prevailing wage during the duration of this project/contract. SCS&T will increase our hourly rate on the effective date determined by the DIR, by a factor of 1.8 times the hourly increase.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM - 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCS&T reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to the following consumables: magnetic particle powder, ultrasonic couplant, concrete cylinder cans, etc. The following are also included: mileage, travel time, equipment rental, administrative time utilized for photocopying, distribution lists, express mailing, archive searches, etc.

Subcontracted services that are included on the Fee Schedule will be charged at those rates. Subcontracted services not included in our Fee Schedule will be charged at cost plus 20 percent. Per Diem charges will be applied to projects outside a 50-mile radius of our office. Mileage will be charged at the rate of 50 cents per mile for distances over 50 miles from the location of dispatch.

Invoices for all services completed or in progress will be submitted bi-monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent, and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Should any services provided by SCS&T for this project become subject to state or federal prevailing wage requirements, SCS&T will be compensated for those services at its prevailing wage rates, from the date these requirements become effective through completion of the project.

6280 Riverdale Street  
San Diego, California 92120  
619.280.4321, Toll Free 877.215.4321  
www.scsst.com

83-740 Citrus Avenue, Suite G  
Indio, California 92201  
760.775.5983, Toll Free 877.215.4321  
www.scsst.com

1130 Palmyra Avenue, Suite 330-A  
Riverside, California 92507  
951.695.8711, Toll Free 877.215.4321  
www.scsst.com

*Celebrating 50 Years in Southern California*  
A State of California Certified Small Business Enterprise (SBE)

**EXHIBIT "E"**  
**SCHEDULE OF PERFORMANCE**

The services provided hereunder this Agreement shall occur on an as-needed "on-call" basis, pursuant to separate individual task orders. The City and Consultant shall agree on a schedule of performance for scopes of work on assigned projects.

**END OF EXHIBIT "E"**