

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES**

This Amendment No. 1 (“Amendment”) to the Agreement for Services is made and entered into effective the 18<sup>th</sup> day of May, 2026 by and between the CITY OF LA HABRA, a Municipal Corporation (“CITY”), and MTGL, INC. (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

**A. Recitals.**

(i) CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective July 1, 2021 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A”.

(ii) The Parties now seek to amend the Agreement to extend the term of the Agreement to June 30, 2027.

(iii) All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

**B. Amendment to Agreement.**

1. Section 1.2 of the Agreement is hereby amended to read as follows:

The term of this Agreement shall begin on July 1, 2021 and continue until completion of the work on June 30, 2027 and its final acceptance by the CITY, or until such time as it is terminated pursuant to the provisions of this Agreement. Effective July 1, 2026, the rates for services shall be those set forth in Exhibit B to this Amendment No. 1.

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Agreement for Services to be executed as of the day and year first above written.

CONSULTANT

CITY OF LA HABRA

By: \_\_\_\_\_  
Michelle Elliott, President  
MTGL, Inc.

By: \_\_\_\_\_  
Jim Sadro, City Manager

ATTEST:

By: \_\_\_\_\_  
Rhonda J. Barone, CMC, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Keith F. Collins, City Attorney

**EXHIBIT A**

## **AGREEMENT FOR SERVICES**

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2021, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and MTGL, Inc., (hereinafter referred to as the “**CONSULTANT**”).

### **RECITALS**

WHEREAS, **CITY** requires professional services for On Call Geotechnical Investigation and Material Testing; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

### **ARTICLE I** **SCOPE OF SERVICES; TERM**

#### 1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Exhibit “A” (the documents contained in Exhibit “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that **CITY** may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on July 1, 2021 and continue until June 30, 2026 or until completion of the work and its final acceptance by the CITY; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

**ARTICLE II**  
**RESPONSIBILITIES OF CONSULTANT**

2.1 Control and Payment of Subordinates.

CITY retains CONSULTANT as an independent contractor and not an employee of CITY. All personnel to be utilized by CONSULTANT in the performance of this Agreement shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by CONSULTANT shall be subject to the approval of the CITY.

2.3 Standard of Care; Licenses.

All professional services to be provided by CONSULTANT pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. CONSULTANT represents and warrants to CITY that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. CONSULTANT further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of CITY for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of CITY, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to CITY at all reasonable times.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs and

expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

### **ARTICLE III** **COMPENSATION**

#### **3.1 Compensation.**

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit “B”, and incorporated herein by reference. Total compensation shall not exceed \$75,000 per year, without written approval of **CITY’S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter “Extra Work”) are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the “Extra Work”.

#### **3.2 Payment of Compensation.**

**CONSULTANT** shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from July 1, 2021, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

#### **3.3 Extra Work.**

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, “Extra Work” means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY’S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of “Extra Work” shall be barred and are unenforceable.

#### **3.4 Amendment of Scope of Work.**

**CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY’S** written authorization for “Extra Work” or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate

CITY authorization.

### 3.5 Reimbursement for Expenses

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

## ARTICLE IV INSURANCE

### 4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

### 4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

#### 4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) Commercial General Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

- (b) Auto Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or

claims arising out of the work or operations performed by or on behalf of the Consultant

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

#### 4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

#### 4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

#### 4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

#### 4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

#### 4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

#### 4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

#### 4.10 Failure to Maintain Coverage.

**CONSULTANT** agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

#### 4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

#### 4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S**

Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

**CONSULTANT** shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

**ARTICLE V**  
**TERMINATION AND INDEMNIFICATION**

5.1 Notice of Termination.

**CITY** may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.2 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT**

shall be liable to CITY for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by CONSULTANT which, at CITY'S discretion, must be revised, in part or in whole, to complete the Project.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, CITY may procure, any and all services as may be necessary to complete the Project.

5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by CONSULTANT shall be delivered to the CITY within seven (7) days of CONSULTANT's receipt of termination notice, and at no additional cost to CITY. Any use of uncompleted documents without specific written authorization from CONSULTANT shall be at CITY's sole risk and without liability or legal expense to CONSULTANT.

5.6 Indemnification and Hold Harmless.

**These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.**

Notwithstanding the existence of insurance coverage required of CONSULTANT pursuant to this contract, CONSULTANT shall save, keep defend, indemnify, hold free and harmless CITY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless CITY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of CONSULTANT, its employees and/or authorized sub-consultants, whether intentional or negligent, in the performance of this Agreement.

**ARTICLE VI**  
**GENERAL PROVISIONS**

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to

the following addresses indicated below:

IF TO CITY: Christopher L. Johansen, P.E.  
ENGINEERING DIVISION  
CITY OF LA HABRA  
110 E. La Habra Blvd.  
La Habra, Ca. 90631

TO CONSULTANT: MTG, Inc.  
2992 E. La Palma Ave, Suite A  
Anaheim, CA 92806

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are

employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

#### 6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

#### 6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

#### 6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

#### 6.9 Right to Employ Other Consultants.

**CITY** reserves the right to employ other consultants in connection with this Project.

#### 6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### 6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

#### 6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall

complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

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 referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect

the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

**CONSULTANT** shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties

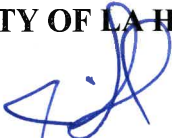
specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

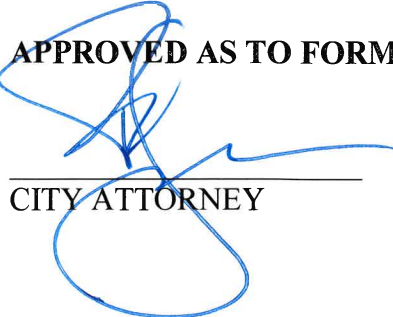
This Agreement is made on the express condition and understanding that Steven Koch's personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason Steven Koch should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

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


**CITY OF LA HABRA:**

  
\_\_\_\_\_  
JIM SADRO, CITY MANAGER

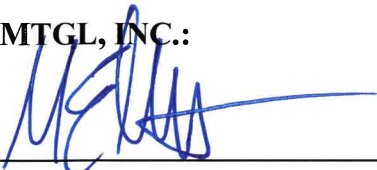
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
CITY ATTORNEY

**ATTEST:**

  
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LAURIE SWINDELL, OMC, CITY CLERK  
11/30/2021

**MTGL, INC.:**

  
\_\_\_\_\_  
MICHELLE ELLIOTT, PRESIDENT

**EXHIBIT “A”**  
**SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

*Response to Request for Proposals*

# ON-CALL GEOTECHNICAL ENGINEERING AND MATERIAL TESTING SERVICES

CITY OF LA HABRA  
Engineering Division  
110 East La Habra Boulevard  
La Habra, California 90631

Due Date: May 17, 2021, 2:00 P.M.



Steven Koch, Senior Vice President  
Isaac Chun, P.E., G.E., Geotechnical Engineer  
2992 E. La Palma Avenue, Suite A, Anaheim, California 92806  
P: 714.632.2999 | F: 714.632.2974 | [www.mtglincl.com](http://www.mtglincl.com)

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May 17, 2021

MTGL #P-21-383

City of La Habra  
Engineering Division  
110 East La Habra Boulevard  
La Habra, California 90631

**Subject:** Proposal for "On-Call" Geotechnical Investigation and Material Testing Services

MTGL, Inc. (MTGL) appreciates this opportunity to submit our response to Request for Proposal to provide on-call geotechnical investigation and material testing services. We would like to be part of your team, helping to ensure and to deliver quality service. MTGL has the experience, capabilities, and staff resources to fulfill all the requirements in a timely manner.

MTGL was established on September 17, 1993, Corporation, as a professional service provider for geotechnical engineering, materials testing, special inspection, and environmental consulting services. MTGL is a certified by W/MBE CPUC #93KS0069, Metro SBE #8462, Metro DBE CUCP #33843, DGS SB #1758925, and DIR Registration No. 100006646. MTGL has a clear understanding of Safety Compliance on projects and has policies in place that have provided a desirable EMR rating of 0.69.

MTGL's laboratories operate in strict accordance with ISO 17025 and are certified by: CCRL, ASTM/AASHTO, DSA, OSHPD, LADBS, USACE, and Caltrans for source materials specifically for Caltrans projects and work within the right-of-way in off-site activities.

MTGL has experience with private and public works projects. MTGL has experience with complex Federally Funded Projects and FHWA projects administered by Cities and Counties through Caltrans Local Assistance as well as FHWA funded projects administered by Transportation Funding Agencies. MTGL and its staff perform our services with ensuring contract compliance with approved plans and specifications, and the conformance with Federal/State/Local applicable code requirements, Caltrans Standard Specifications (latest edition), Public Works Greenbook Specifications, and the City's adopted Quality Assurance Program (QAP).

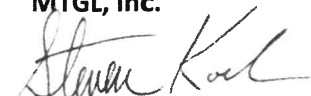
We are providing our services for numerous public agency construction projects in Southern California. These clients include the City of Fullerton, City of Anaheim, City of Brea, City of Lynwood, City of Torrance, City of Menifee, City of Moreno Valley, City of Riverside, City of Victorville, County of Riverside, etc.

We propose Isaac Chun, P.E., G.E., will serve as the Geotechnical and Material Engineer, and primary point of contact for this project. He has over 29 years of experience providing services across the entire spectrum of geotechnical engineering and material testing. He will be responsible for coordinating the project team's efforts ensuring responsiveness and communication. Steven Koch will be the point of contact during and after the RFP review process. Our inspectors and technicians are cross-trained and certified with ICC, AWS/CWI, ACI, DSA, Caltrans, and Nuclear Gauge Safety.

We have read all the contents in the RFP, and fully understand its intent. If selected, we are willing to enter into an agreement under the terms and conditions for the City of La Habra – Exhibit G – Agreement for Services without exceptions. And perform the work described in this RFP within a period of ninety (90) days from the date of submission. We acknowledged that we have not received any addenda.

MTGL's goal is to meet the project quality and value expectations with efficiency and cost savings. We thank you for reviewing our submittal and should you have any questions, or require additional information, please do not hesitate to contact us.

Respectfully Submitted,  
**MTGL, Inc.**



Steven Koch  
Senior Vice President

## ABOUT MTGL

### COMPANY DATA

<b>Official Company Name:</b>	MTGL, Inc.		
<b>Headquarter / Laboratory Address:</b>	2992 E. La Palma Avenue, Suite A, Anaheim, California 92806 P: 714.632.2999   F: 714.632.2974   <a href="http://www.mtglinc.com">www.mtglinc.com</a>		
<b>Established Year:</b>	September 17, 1993		
<b>Type of Company:</b>	Corporation		
<b>Business Entity:</b>	C1731494		
<b>Federal Employer I.D. Number:</b>	33-0580168		
<b>Business Status:</b>	M/WBE   SBE   DBE   DIR		
<b>Business Years:</b>	Present Business: 27 years		
<b>Number of Employees:</b>	84		
<b>Safety EMR:</b>	.69		
<b>Services:</b>	Geotechnical Engineering, Materials Testing, Special Inspection and Environmental Consulting		
<b>Locations:</b>	<b>ANAHEIM</b> <i>(Headquarters)</i> 2992 E. La Palma Avenue, Suite A Anaheim, CA 92806 Tel: 714.632.2999 Fax: 714.632.2974	<b>RIVERSIDE</b> 14467 Meridian Parkway, Building 2A Riverside, CA 92518 Tel: 951.653.4999 Fax: 951.653.4666	<b>SAN DIEGO</b> 6295 Ferris Square Suite C San Diego, CA 92121 Tel: 858.537.3999 Fax: 858.537.3990

<b>Primary Contact:</b>	<b>During and After RFP Review:</b>	Steven Koch, Senior Vice President P: 714.632.2999   <a href="mailto:skoch@mtglinc.com">skoch@mtglinc.com</a>
	<b>Geotechnical Engineer and Authority Signatory for All Reports:</b>	Isaac Chun, P.E., G.E., Geotechnical Engineer P: 714.632.2999   <a href="mailto:ichun@mtglinc.com">ichun@mtglinc.com</a>
	<b>Contract Authority Signatory:</b>	Michelle Elliott, Owner/CEO P: 714.632.2999   <a href="mailto:melliott@mtglinc.com">melliott@mtglinc.com</a>
	<b>Accounting/Billings:</b>	<a href="mailto:contract@mtglinc.com">contract@mtglinc.com</a>
	<b>Dispatch:</b>	800.491.2990

**MTGL, Inc. (MTGL)** was formed in 1993, by a group of seasoned professionals. We have been providing geotechnical engineering, materials testing, special inspection, and environmental consulting services throughout Southern California. In addition, we provide our services as an independent third party.

MTGL is a California corporation and a registered woman-owned, minority owned, disadvantaged, and small business enterprise. We have over 84 employees and three offices throughout Southern California, including Anaheim, Riverside and San Diego as well as a satellite office in El Segundo.

At MTGL, we go beyond our typical duties and are committed to the bigger picture. We make it a priority to work closely with the entire project team to understand the vision, sustainability, and goals of the project. Under the leadership of our CEO, Michelle Elliott, our diversified and highly qualified team of veteran inspectors and technicians promise to provide services efficiently, effectively and with integrity.

We ensure that the current standards and codes are followed. We furnish field, site, and plant inspections for all construction materials. We conduct physical laboratory testing for all the materials that are placed during these inspections and investigations.

MTGL is fully certified by numerous agencies to provide materials testing, special inspection, and geotechnical engineering services. Our Anaheim location size is 8,446 sq. ft., which includes our testing laboratory. MTGL's testing laboratory as well as field and lab personnel comply with requirements.

Our certifications include:

- ISO/IEC 17025 and AASHTO R18
- Cement and Concrete Reference Laboratory (CCRL) Lab #2149
- Caltrans Accredited Laboratory (1 of 15 laboratories in CA, DBE Superpave Certified for HMA)
- Department of Army – US Army Corps of Engineers (USACE)
- Division of the State Architect (DSA) LEA#044
- Los Angeles Department of Building & Safety (LADBS) Approval # TA24780

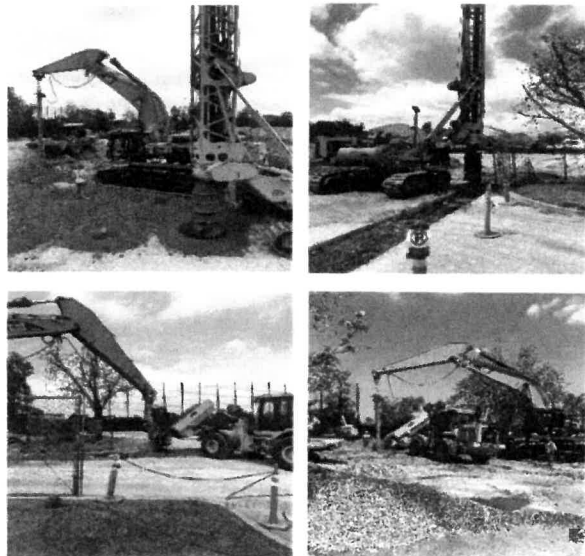
MTGL's staff brings a combination of skill and knowledge gained working on various major public works projects. Our engineers have extensive experience across the entire spectrum of geotechnical and material engineering services. Our highly qualified team of Inspectors/Technicians are cross trained and multi-certified through ICC/AWS/Caltrans/ACI and other certification programs.

MTGL'S team performs all services in accordance with applicable City Standards, Caltrans Local Assistance Program Manual and/or City Greenbook specifications, City's adopted QA Program (QAP), and the conditions included in the scope of services.

MTGL has the proven ability to respond quickly and effectively to any requested task for any individual project. Our current level of expertise and commitment towards each client allows us to provide the best value driven services.

MTGL implements and maintains custom in-house Quality Assurance and Control (QA/QC) plans to ensure quality and integrity of the materials being place. MTGL provides the same level of expertise in technical services as is required per the City's Quality Assurance Program (QAP).

Our goal is to provide continuity of personnel, quick response time, and accuracy of our reporting. Our project approach reflects our desire to service the project in a timely manner and adhere to the budget.





## CAPABILITIES

MTGL and its staff have the experience and capabilities to provide geotechnical engineering services as needed throughout the projects selected to perform duties.

Below are our typical capabilities for geotechnical services, but are not limited to:

- Drilling/Subsurface exploration
- Site reconnaissance
- Feasibility studies
- Shallow and deep foundation design
- Earth retaining structures
- Slope stability evaluation/analysis
- Liquefaction Analysis
- Ground improvements and soil stabilization
- Pavement coring/subgrade investigations
- Pavement design
- Geologic mapping
- Slope erosion investigation and stabilization
- Dewatering analysis
- Construction quality assurance
- Compaction control
- Laboratory testing
- Reports for materials/foundation/geotechnical design

The following are typical MTGL's scope of services, but are not limited to:

- Attend applicable meetings throughout the project with the design team, contractors, subcontractors, and representatives from the City, as required;
- Review pertinent project documents;
- Perform project related background research;
- Review published and unpublished reports and maps pertinent to seismic hazards, local and regional geology within and adjacent to the site;
- Perform site reconnaissance to locate and mark the exploratory boring locations and verify with DigAlert (Underground Service Alert of Southern California) to identify potential conflict between the planned boring locations and existing underground utilities;
- Conduct exploratory borings to approximate depth of requirements, or auger refusal, utilizing an 8" hollow stem auger drill rig;
- During drilling, obtain relatively undisturbed ring samples, and bulk samples at select intervals. Soil samples will be transported to the laboratory for testing and evaluation;
- Upon completion of the drilling operation, backfill the exploratory borings and with asphalt or concrete to the match the existing conditions, wherever needed;
- Conduct necessary laboratory tests to characterize the subsurface geologic profile and obtain parameters for engineering analysis;
- Evaluate the exploratory field logs and laboratory test data. Provide recommendations for earthwork, seismic design parameters, foundation and slab design, lateral earth pressures, and other relevant geotechnical design parameters;
- Prepare a report summarizing our investigation's findings, conclusions and recommendations for design and construction;
- Observe and test activities associated with possible pile installations, site grading or other similar earthworks;
- Observe and test over-excavation and placement/compaction of structural fill;
- Monitor excavations for foundations including conventional shallow footings;
- Observe subgrade preparation for floor slabs, site parking/driveway pavements and hardscapes; Prepare daily field engineering reports for submittal to the District and the project team;
- Provide as-needed geotechnical consulting services and develop additional recommendations if site and subsurface conditions differ from those described in the contract documents;
- Prepare a final report detailing the construction monitoring and presenting all density testing results and test locations;
- Report preparation will be performed under direct supervision of a California Registered Geotechnical Engineer (G.E.), and the reports will be signed and stamped by G.E.

## SOILS EXPLORATION AND TESTING

- Provide project oversight and coordination for the duration of the investigation and report.
- Site observation and historical assessment including seismic and geological review of site in question.
- Obtain relevant permits through governing agencies (City, County, State, etc.).
- Notify Dig Alert of work to be performed.
- Perform utility location in area to be drilled in order to avoid subsurface obstacles.
- Perform geotechnical field investigation using drilling such as Hollow Stem Auger and/or Cone Penetration Test (CPT) soundings. Frequency and location of borings, test pits, or infiltration test holes will be in accordance with current edition of the California Building Code, Caltrans, or local authorities.
- Provide hazardous testing and disposal of soil cuttings where necessary.
- Sample and preserve various soil materials in order to accurately profile subsurface material.
- Test insitu soil samples.
- Test in MTGL laboratory for soil parameters such as:
  - Moisture and Density (ASTM D2937)
  - Max Density (ASTM D1557)
  - Sieve Analysis (ASTM C136)
  - Atterberg Limits (ASTM D4318)
  - Expansion Index (ASTM D4829)
  - Sand Equivalence (ASTM D2419)
  - Direct Shear (ASTM D3080)
  - Consolidation (ASTM D2435)
  - Corrosivity Series (ASTM CTM422)
  - R-Value (CTM 301)
- Perform geotechnical analysis and review of findings from field observations and laboratory test results.
- Develop design and construction recommendations based off findings for:
  - Excavation/Overexcavation
  - Site clearing and grading
  - Fill materials
  - Foundation Design
  - Flatwork and Concrete Slab on Grade
  - Asphalt and Concrete Pavement Sections and Reinforcement
  - Corrosivity
  - Seismic Design Parameters
  - Permanent and Temporary Retaining Walls
  - Lateral Earth Pressures
  - Moisture Sensitive Soils/Weather Related Concerns
  - Drainage and Groundwater Considerations
  - Utility Trenches
- Provide a draft report which will outline preliminary findings and recommendations.
- Review and finalize geotechnical report with consideration for comments or notes made by City on draft report.

## GEOTECHNICAL

Our services will consist of compaction testing of the backfills and paved areas on site and within the street right of way. MTGL's services will consist of performing in place density tests by either the sand cone method (ASTM D1556) or nuclear gauge method (ASTM D2922), water content test, and maximum density optimum moisture test per ASTM D1557 at locations selected by our representative per the geotechnical report requirements.

Trench backfill compaction test will be taken at locations and frequencies in accordance to guidelines provided by applicable requirements. In addition, sub-grade compaction testing of paved areas on-site and within the street right of way will be taken at locations and frequencies in accordance to guidelines provided by the City. Test locations will be selected by our technician at locations that represent the surface appearance of the sub-grade at the time of testing.

Additionally, MTGL's services will provide observations and testing of excavation during grading, rough grading operations, soils tests, and submittal of a soil grading report.

Our technician will observe rough grading operations on a full-time basis. Water content, in place density (compaction), maximum density and optimum moisture, expansion index and soluble sulfate test will be performed at a frequency and at locations selected by the soils engineer. Our laboratory can perform other soils test, if required, subject to prior approval.

During the courses of construction, we will notify the City in writing, with a copy to the contractor, if in our opinion, any time the work is not in conformity to the plans and specifications. Upon completion of the work we will prepare a final report for the City which will summarize our observations and the results of all tests performed.

## MATERIALS TESTING

Material testing services can be broken into six (6) major phases: Pre-Construction, Material Source Verification, Roadway Construction and Rehabilitation, Drainage Improvements, Appurtenant Structures/Miscellaneous Items, and Project Closure.

### Pre-Construction / Materials Review and Suitability:



A pre-construction meeting should be held between all stakeholders and consultants to discuss project specific features and methods of construction, as well any unique quality requirements set forth by the designer, construction authority, oversight agency, contractor, and/or other project stakeholder(s). Testing requirements, testing frequencies, quality procedures, methods of analysis, and reporting requirements should also be discussed at a pre-construction meeting.

Prospective construction materials will be assessed to ensure they meet the requirements of the project specifications. Quality indexes, statements of performance, warranty information, and/or evaluation service reports will also be reviewed for each prospective material.

Pavement material(s) will also be analyzed for suitability to the prospective construction operations and life service requirements of the pavement.

Our project team will be segregated for additional analysis for materials thought to be unfit for their prospective use. Pavement materials and section thicknesses may also value engineered for cost reduction incentive proposals and/or alternate designs.

### Materials Testing / Source Inspection:

Inspection of Aggregates, Structural Concrete, and AC/HMA production processes and batching operations will be conducted in accordance with the Caltrans Quality Assurance and Source Inspection Manual, Caltrans Concrete Technology Manual, Caltrans Asphalt Concrete Plant Inspection Manual, and various related ASTM procedures.

Additional tasks may include the sampling of plant materials such as cold feed, binder, reclaimed asphalt pavement, and/or fines or additional offsite testing or verification testing.

Source inspection may also entail witnessing of on-site quality control/index testing at the fabrication plant/contractor provided Laboratory. Plant Inspection operations will meet the requirements outlined in the Caltrans Manual.

Listed below are typical materials testing services:

- Subgrade / Base Testing – Testing during placement operations; monitoring of equipment and materials, sampling of materials, relative compaction testing. In-place Density of Asphalt Concrete per ASTM D1557 / D2922.
- Asphalt Concrete Placement Testing – Testing during placement operations; monitoring of equipment and materials, sampling of materials, relative compaction testing. In-place Density of Asphalt Concrete per ASTM D2950 / CTM 375.
- Asphalt Concrete Laboratory Testing: Hveem Density of Asphalt Concrete per CTM 304
- Structural Concrete Testing: Casting of test specimens for structural concrete elements. Laboratory testing of compressive strength per ASTM C39.

### Roadway Construction:

During construction of new Roadway, pavement sublayer materials will be tested for relative compaction in accordance with ASTM D6938 / CT 231. Pavement sublayer materials will be tested to ensure that they met the minimum relative compaction requirement(s) outlined in the project documents. Either the maximum dry density (ASTM D1557) or the highest wet density (CTM 216) will be used as an index for relative compaction testing.

During new roadway construction or asphalt concrete overlay operations, relative compaction testing will be performed on AC/HMA pavement sections with thicknesses greater than 0.15 feet (1.8 inches). Pavement sections with thicknesses less than 0.15 feet (1.8 inches) will be visually assessed for consistent rolling patterns and indications of a compact and uniformly dense pavement section.

In-place density of asphalt concrete will be determined with a calibrated nuclear gauge per ASTM D2950. If necessary, measurements for the in-place density obtained via the nuclear gauge will be correlated directly to in-place density cores as described in CTM 375.

Relative compaction will be measured in relation to the Asphalt Concrete's Hveem (Laboratory Compacted) Density or Rice (Maximum) Density. Hveem density will be determined per CTM 304 and 308.

The compaction requirement will be 95% of Hveem Density in accordance with provisions outlined in Greenbook Section 302 or Caltrans Standard Specification Section 39.

**Drainage Improvements:**

Drainage structures and elements such as gutters, storm drains, basins and curbs will require a varied amount of material testing.

Subsurface elements and structures subject to traffic loading will require relative compaction in accordance with ASTM D6938 / CT 231.

Elements fabricated of concrete with a specified compressive strength greater than 2,500 psi will require field testing for concrete index's during placement as well as off-site laboratory testing for compressive strength.

**Appurtenant Structures/Miscellaneous Items:**

Appurtenant structures such as walls, sign structures, shelters, and other miscellaneous items are not expected to be encountered on this project.

Miscellaneous rehabilitation and/or reconfiguration items such as hardscape, median improvements, ramps, and other surface improvements are anticipated to be non-critical work items that will require little to no testing.

**Project Closure and Final Engineering Report:**

MTGL will provide a final report summarizing sampling procedures and testing that was conducted both on-site and offsite at our materials testing facility.

The final report will also contain a list of out of tolerance test results and may include results of additional services performed during the project: additional index testing, findings from a post construction field investigation, mechanistic empirical pavement analysis, or results from a post construction testing program. Pertinent project information or a description of specialized construction procedures will also be summarized in our Final Engineering Report.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

We maintain our effective QA/QC Program to measure and verify testing performance throughout the course of the project. We ensure that data requirements are met for accuracy, precision, and completeness during the use of our proven methodologies. We will provide flexibility to allow controlled changes in routine methodology to meet specific contract requirements. Our staff are trained to recognize mistakes as early as possible to provide correction for any factors that adversely affect the quality of the work. We monitor operational performance of the testing on a routine basis, and provide corrective action as needed to meet requirements.

We maintain complete records of field observation, sample taking and submittal, laboratory performance, and completed analyses to verify resulting data.

- In depth site review and client contact in order to determine equipment type (limited access rig, truck mounted drill rig, hand auger, etc.) and location of investigatory borings/excavations.
- Private utility location prior to any excavation or drilling, in addition to the required notification of DigAlert USA.
- MTGL will conduct daily field meetings between project management team and field team in order to ensure crew is familiar with requirements of QA program and how those requirements apply to specific project.
- Experienced MTGL personnel will complete field boring logs as the work is being performed so that existing site conditions can be identified as accurately as possible.
- Any issues observed during work will be recorded on daily reports. These issues will be identified by equipment of issue, location of issue, description of issue, date and time of issue, and resolution. If resolution cannot be immediately identified, the work may require a stoppage until the issue can be resolved with the input of the project management team, principle engineer, and the client. Continued poor performance or multiple deficiencies will constitute grounds to replace equipment or contract personnel.
- Any out-of-scope work identified will not be completed without direction from the client. If a task is determined to be out-of-scope, the Principal-In-Charge will be informed, and a contract amendment request will be prepared in a timely manner.

Any documents provided as a summary of work or report will have gone through, at minimum, two (2) reviews by MTGL staff in order to identify discrepancies between the data in the report and the information which was obtained from the field work by the time it has been delivered to the City. All figures, maps, drawings, and tables are examined by MTGL’s engineers to ensure relevance and accuracy.

MTGL actively monitors and tracks staff certifications and conducts in-house training for field and laboratory personnel. Our laboratory supervisor is responsible for the training program and maintenance of all training records. Per corporate policy, the laboratory supervisor completes a “Technician Training and Evaluation Record” for each technician and copies of the results of all training are distributed to the Registered Engineer for review. Training records are retained in the laboratory office. All materials technicians are trained prior to performing test procedures not previously performed.

## WORK PLAN AND METHODOLOGY

Based on our years of experience with private and public works projects, MTGL has developed best practices and strategies for improving project accountability and fiscal fitness as related to quality services and administration.

### Communication

Our core value is to work closely with and to communicate regularly with client/owner, county/city representative, construction manager, general contractor, architect, and structural engineer to ensure the project is on timely manner. Our engineers, inspectors and field technician value communication and good dialogue with the City Representative and rest of the project team.

Our communication for service starts from the City Representative, on the project who will determine the need for testing and inspection as defined in the plans and specifications. Although we have a defined notice of 24 hours for service calls, our dispatch department will process the requests for the following day’s service up to 4:00 PM the previous day. We also will cover any last- minute calls with our first available technician.

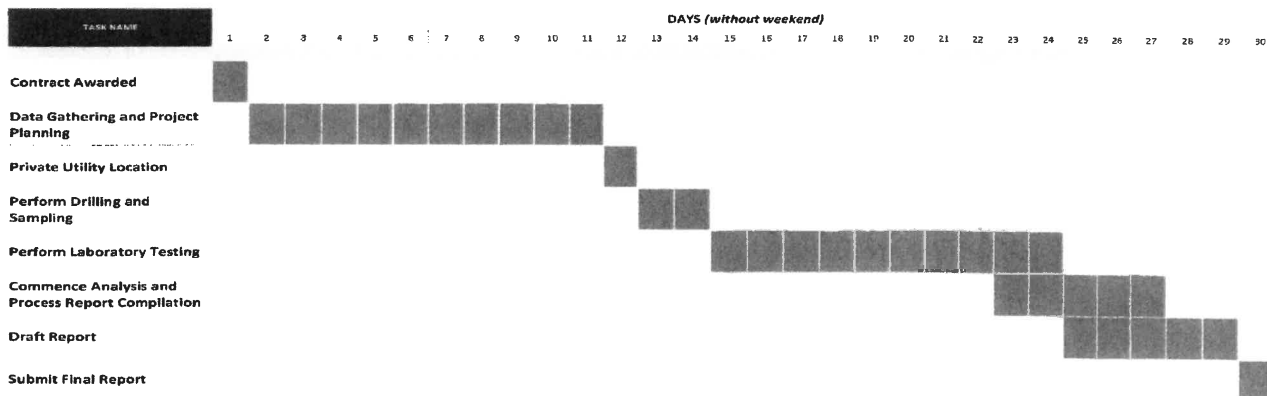
### In-House Resources

MTGL uses the following in-house resources:

- Computer Capabilities: HP Elite Desktop with Microsoft Windows version.
- Software and Program Applications: Microsoft Applications (Word, Excel, Access, Outlook, Power point); Adobe (Acrobat .pdf, Illustrator, Photoshop, InDesign); AutoCad, Web Verizon Text, Deltek Database, Geosystem, SharePoint, Metafield (note that we are in process of utilizing which will be used for accounting, dispatch, laboratory testing, and daily reports).
- Electronic Record Keeping: Tapes, Internal Server, Geosystem for soils report.
- Communication: Telephone, Fax Machine, Cell Phone, Microsoft Outlook (eMail), Web Verizon Text.
- Laboratory Equipment: A list is available upon request.

### Schedule

Below is MTGL typical schedule to perform geotechnical engineering services.

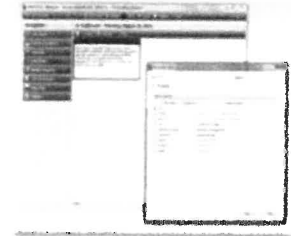


Accounting System

Billing is done on a monthly basis along with labor compliance reports. Daily reports are sent with each billing as backup to our invoicing. We monitor re-testing of any failed tests to assist the City in regaining costs for inspection of failing tests from the contractor and subcontractors.

MTGL utilizes a project-based software system to ensure accountability and cohesiveness of all financial transactions and fiscal requirements. Our Accounting System (Deltek Vision) is specifically designed to support the complete project lifecycle of the process. Vision’s customizable dashboards help measure all the most critical financial project functions.

From project initiation all the way to project execution and evaluation, Vision provides measurable benefits that included improved client customization and streamlined financial management. Our accounting system is the ideal tracking system for the Quality Oversight Industry, ensuring cohesiveness of all areas of project management, budget tracking, and labor compliance.



Deficiency Log

Any deficiency found will be immediately brought to the City’s Representative, Construction Manager, the Contractor and if applicable, the sub-contractor involved. If the deficiency is not resolved within 72 hours, we will distribute a deficiency log to all parties involved. We will proactively work with the party responsible for the deficiency to ensure that it is resolved.

Invoicing

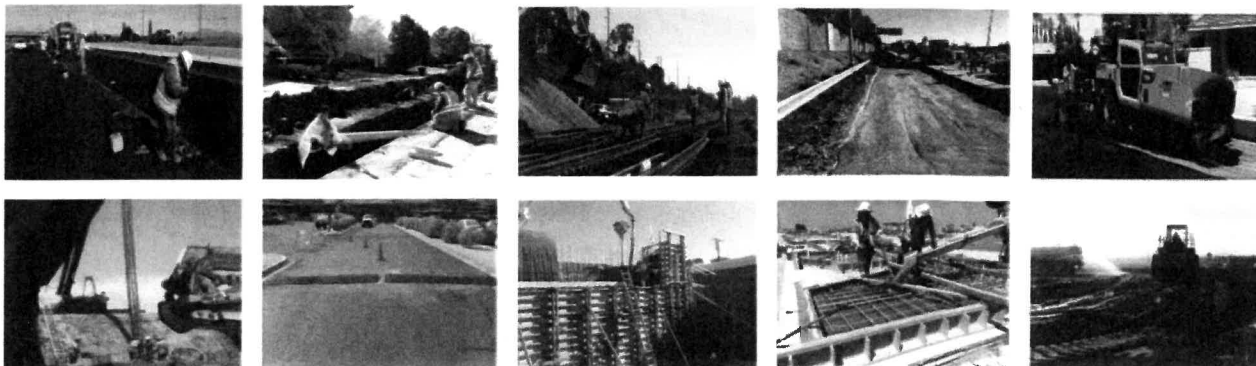
MTGL can submit invoices on a monthly basis that will itemize each task performed, the number of hours worked per person/consultant, the rate per hour for each person/consultant, total contract amount, percent complete for specified work items, and the remaining contract amount, along with labor compliance reports.

## FIRM EXPERIENCE

Our experience extends to projects directly overseen by nearly every type of oversight agency, funding agency, service agency, utility company, construction administration organization, government, and many other public agencies.

MTGL has experience with private and public works projects ensuring contract compliance with approved plans and specifications, and the conformance with Federal/State/Local applicable code requirements, Caltrans Standard Specifications (latest edition), City Greenbook Specifications, and the City’s adopted Quality Assurance Program (QAP).

MTGL has experience with complex Federally Funded Projects and FHWA projects administered by Cities and Counties through Caltrans Local Assistance as well as FHWA funded projects administered by Transportation Funding Agencies such as Omnitrans, San Diego Association of Governments (SANDAG), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Agency (SBCTA), and Riverside County Transportation Agency (RCTA).



Listed below are some similar work performed projects in the last five (5) years for public agencies.

Client/Agency/ Contact Information	Project Name	Description of Services
<p>CITY OF FULLERTON ON-CALL PROFESSIONAL ENGINEERING SERVICES 303 W. Commonwealth Avenue Fullerton, CA 92832</p> <p>On-Call Contract Duration: October 2018-September 2021</p> <p>Contact/Phone <u>David Grantham, P.E.</u> P: 714.738.6853 <u>Tiffany Foo, P.E.</u> P: 714.738.6321</p>	<ul style="list-style-type: none"> <li>▪ <b>Network Wide Pavement Assessment and Pavement Engineering, 2020</b></li> <li>▪ <b>Juanita Cooke Trail Improvements</b></li> <li>▪ <b>Nutwood/Yale Pavement Rehabilitation</b></li> <li>▪ <b>Skyline Drive Sewer Reconstruction</b></li> <li>▪ <b>Various Street Pavement Rehabilitation E</b></li> <li>▪ <b>Washington Avenue Sewer and Street Repair</b></li> <li>▪ <b>Ash Area Street Pavement Evaluation</b></li> <li>▪ <b>CDBG Area Alley Rehabilitation</b></li> <li>▪ <b>Euclid Street Pavement Rehabilitation</b></li> <li>▪ <b>Marion Boulevard Pavement Rehabilitation</b></li> <li>▪ <b>North Valley View Place Pavement</b></li> <li>▪ <b>Victoria Drive Infrastructure Improvement Phase</b></li> <li>▪ <b>West Chapman Avenue Infrastructure</b></li> </ul>	<p>MTGL perform geotechnical investigations and pavement assessment studies which consisted of a field exploration, laboratory testing of representative soils, a review of the compiled data and preparation of a written report containing recommendations in accordance with generally accepted engineering principles and practices. Pavement reconstruction, rehabilitation and/or surface analysis was performed in accordance with Caltrans guidelines (Pavement Design Manual) and geotechnical shoring recommendations.</p>
<p>CITY OF TORRANCE Public Works Department 3031 Torrance Boulevard Torrance, CA 90503</p> <p>Contact/Phone <u>Cesar Aguilar</u> P: 310.618.3061</p>	<ul style="list-style-type: none"> <li>▪ <b>Madison Street and Skypark Drive Reconstruction</b> Duration: December 2014 to April 2015</li> <li>▪ <b>Residential-Arterial Pavement Improvement</b> Duration: October 2019 – 10/27/20</li> <li>▪ <b>Sepulveda Boulevard Rehabilitation/Hawthorne to West</b> Duration: 12/17/20-02/17/21</li> </ul>	<p>MTGL provided Acceptance Testing (AT) services included field slurry seal testing, post construction slurry seal assessment, subgrade compaction testing, field sub-base compaction testing, final asphalt overlay compaction with nuclear gauge, asphalt concrete batch plant, asphalt concrete density testing and monitoring, and laboratory testing.</p>
<p>CITY OF LYNWOOD C/O TRANSTECH ENGINEERS 13367 Bensen Avenue Chino, CA 91710</p> <p>Contact/Phone <u>Ali Cayir</u>   P: 909.595.8599</p>	<p><b>City of Lynwood Residential Street Improvement</b> Duration: September 2019 – March 2021</p>	<p>MTGL provided geotechnical engineering and coring services included testing, assessment and consulting. Pavement assessment services, construction design and suitability services. Materials AT testing.</p>

Client/Agency/ Contact Information	Project Name	Description of Services
<p><b>CITY OF MENIFEE</b> Capital Improvement Projects 29714 Haun Road Menifee, CA 92586</p> <p>Contact/Phone <u>Don Sharp, P.E.</u> P: 951.723.3757</p> <p><u>Carlos E. Geronimo</u> P: 951.723.3722</p>	<ul style="list-style-type: none"> <li>▪ <b>Material Testing for CIP 18-01 Slurry Testing;</b> Duration: 9/4/18-4/30/19</li> <li>▪ <b>CIP 18-08 Adams Avenue Street Improvement;</b> Duration: 12/12/18-6/30/19</li> <li>▪ <b>PMP 19-01 Miralago and Lake Pointe Resurfacing;</b> Duration: 2/1/19-6/30/19</li> <li>▪ <b>PMP 19-03 Menifee Lakes Slurry Seal Phase 1;</b> Duration: 8/7/19-2/28/20</li> <li>▪ <b>19-02 Quail Valley Street Resurfacing</b> Duration: 5/17/19-12/31/19</li> <li>▪ <b>Arterial Roads Resurfacing PMP 20-01</b> Duration: 04/13/20-10/08/20</li> <li>▪ <b>CIP 20-10 Andalusia/Belcanto Asphalt Overlay;</b> Duration: 04/20/20-04/21/20</li> </ul>	<p>MTGL provided material testing and quality oversight services including slurry seal placement testing and laboratory testing including wet track abrasion testing, asphalt concrete binder content, aggregate sieve analysis, and emulsion content.</p> <p>Conventional materials testing for roadway design. Pavement deficiency investigations.</p>
<p><b>CITY OF ANAHEIM</b> Department of Public Works 200 S. Anaheim Boulevard Anaheim, CA 92805</p> <p>Contact/Phone <u>Ed Fernandez</u> P: 714.864.0247</p>	<p><b>Residential Street Improvements Group 6</b> Duration: January 2016 to September 2016</p>	<p>MTGL provided Quality Assurance Materials Testing, Source Inspection and Special Inspection included Specialty mix design review and suitability analysis, failure investigation services, mix design verification services, qualitative verification of mixture design portions, and supplemental roadway inspection in accordance with the Caltrans Local Assistance Manual Exhibit 16-R and City of Anaheim QAP.</p>
<p><b>CITY OF BREA</b> Public Work Department 1 Civic Center Circle Brea, CA 92821</p> <p>Contact/Phone <u>Craig L. Harris</u> P: 949.533.6011 <u>Raymond Contreras</u> P: 714.990.7763</p>	<p><b>Glenbrook Track Waterline and Street Rehabilitation</b> Duration: May 2016 through September 2016</p>	<p>MTGL provided the following services:</p> <ul style="list-style-type: none"> <li>▪ Comprehensive Quality Assurance Materials Testing and Inspection services.</li> <li>▪ Source Inspection of Roadway, Drainage, and Pipeline related materials included compaction testing of subbase and roadway materials.</li> <li>▪ Civil inspection of waterline installation, roadway inspection, materials quantity verification, assistance with “red line” drawing fabrication, and full-service laboratory testing.</li> </ul>

Client/Agency Contact Information	Project Name	Description of Services
<p><b>CITY OF VERNON</b> 4305 Santa Fe Avenue Vernon, CA 90058</p> <p>Contact/Phone <u>Kevin Wilson</u> P: 323.583.8811 <u>Felix Velasco</u> P: 323.583.8811 x318</p>	<p><b>Downey Road Street and Traffic Improvements Project No. CS-0940</b> Duration: June 2018 through July 2018</p> <p><b>Reconstruction at Fire Station 76 and 78 Project No. CS-093/CS-0910</b> Duration: April 2018 to June 2018</p>	<p>MTGL provided Acceptance Testing (AT) services included field subgrade compaction testing, field sub-base compaction testing, final asphalt overlay compaction with nuclear gauge, asphalt concrete batch plant, asphalt concrete density testing and monitoring, and laboratory testing.</p>
<p><b>ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)</b> 550 S. Main Street Orange, CA 92868</p> <p>c/o JACOBS PROJECT MANAGEMENT Contact/Phone <u>Ken Bui, P.E.</u> P: 714.400.7988</p>	<p>▪ <b>Interstate 405 Design Build</b> Duration: 9/4/17-Current</p>	<p>▪ Caltrans Field Testing, Plant Inspection, Laboratory testing for roadways and structures dealing with all aspects of Caltrans Test Methods and Analysis and Reporting. Superpave HMA Testing, field testing of Jointed Plain Concrete Pavement, Concrete Structures Section 51.</p>
<p><b>TRC CONSULTANTS</b></p> <p>Contact/Phone <u>Michael Broadwater</u> P: 858.505.8881</p>	<p><b>Caltrans Contract 11A2479 – On-Call Construction Management Services, San Diego County, California</b> Duration: February 2020 to Present</p>	<p>MTGL is a subconsultant providing Material Testing and Source Inspection services in providing field and laboratory testing services on an on-call basis.</p>
<p><b>USS CAL BUILDERS</b> 8051 Main Street Stanton, CA 90680</p> <p>Contact/Phone <u>Thomas York, Superintendent</u> P: 714.398.2251</p> <p><u>Robert Achuela</u> Caltrans Materials Testing Division P: 562.794.3002</p>	<p><b>Caltrans District 07-306204 Roadway Rehabilitation – Route 91 Long Beach to Orange County</b> Duration: 2015-2017</p>	<p>MTGL provided comprehensive Materials Testing and Inspection services. Work included Jointed Plain Concrete Pavement rehabilitation with Rapid Strength Concrete, placement of new concrete pavement for select gore areas, construction of new pavement with Precast Prestressed Concrete Panels (PPCP), reconstruction of Type N structural concrete approach slabs, miscellaneous reconstruction of flexible pavement sections with Superpave HMA, and placement of new overhead signs.</p>

## REFERENCES

Name of Business	Contact Person	Telephone Number	Description of Services
City of Fullerton	David Grantham	714-738-6853	Geotechnical investigations, soil and material testing services for various capital projects.
	Juan Zavala	714-738-6322	
	Joseph Hernandez	714-773-0049	
City of Torrance	Cesar Aguilar	310-618-3061	Acceptance Testing (AT) services
City of Menifee	Carlos E. Geronimo	951-723-3722	Material Testing and quality oversight services for various projects.

## OUR TEAM

With 84 employees including engineers, field technicians and inspectors serving our projects daily, we have the capabilities, experiences, and resources to provide and to perform geotechnical engineering and materials testing services on an on-call and/or as-needed basis.

We propose **Steven Koch, Isaac Chun, P.E., G.E., Frank Melo, Jay Rowerdink, Robert Schubert, Christopher Bunker, and Ralph Williams** as our core project engineering and management team. All seven (7) members bring extensive experience in the geotechnical consulting industry. They will be committed for this contract.

MTGL has the capabilities and staff resources to fulfill all the requirements in-house. MTGL will provide subcontractors if projects require services that are outside of our fee schedule-defined labor categories. All subconsultants will be pre-approved.

MTGL will work and communicate closely with the City of La Habra Representatives, all project stakeholders and other relevant persons. We will participate in pre-construction meetings, field meetings, and construction progress meetings, acceptance of work, final walk-through meetings, as built plan completion meetings, and other administrative meetings (if needed and/or requested).

MTGL's project team are full-time employees and they will be available through the extent proposed for the duration of the project assigned. They will not be removed or replaced without the prior written approval of the City of La Habra.

## RESUMES

The following pages are resumes.

**EXPERIENCE**

Years of Experience: 26  
Years with MTGL: 9

Isaac Chun is a Geotechnical Engineer and Material Engineer with over 26 years of experience in the materials testing, construction inspection, and geotechnical engineering industry. He has been providing a variety of quality assurance/control services for numerous projects that include schools, buildings, bridges, hospitals, light rail transit, airports, railroad, roads and highways.

He also has an extensive knowledge of building codes, regulations and ordinances for building construction. His experience on projects range from small to large facilities and possesses a thorough understanding of compliance requirements.

**EDUCATION**

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

**LICENSES /CERTIFICATIONS**

State of California Registered Civil Engineer, CE #59431  
State of California Registered Geotechnical Engineer, GE #2649

**RELEVANT PROJECT EXPERIENCE**

**City of Fullerton, On-Call Professional Engineering Services for Various Projects, Fullerton, California; Duration: 2018-2021.** As an Engineering Manager, he is providing geotechnical investigation which consisted of a field exploration, laboratory testing of representative soils, a review of the compiled data and preparation of a written report containing recommendations in accordance with generally accepted engineering principles and practices. He also providing final report which addresses the sampling and inspection, and findings results for each project.

**Bankfield Sewage Pump Station, Culver City, California; Duration: 2019-2020.** Project Manager of materials testing and inspection services for the construction of a pump station consisting of a 35-foot deep, 10 foot by 20-foot sewage wet well. The project also included 105 linear feet of 15-inch VCP gravity sewer pipeline and 235 linear feet of 12-inch VCP gravity sewer pipeline, as well as two parallel 10-inch force mains at 380 linear feet each.

**County of San Diego – Assessor/Recorder/County Clerk (ARCC) East County Branch Office and Archives, Santee, California; Duration: 2019-2020.** Principal Engineer during testing and inspection services for the construction of a \$17 million, 25,000 SF design-build project consisting of the design and construction of a new ARCC East County branch office and archives. The project includes a public lobby with service counters, a secure archives vault, a public research area, archive stacks, a visitor waiting area, marriage ceremonial room and outdoor ceremony space, and administrative office areas. The facility will meet criteria for LEED Gold certification and qualify for Zero Net Energy designation.

**City of Riverside – Magnolia Avenue Techite Pipeline and Pressure Reducing Station, Riverside, California; Duration: 2018-2019.** Project Manager during the replacement of 5,500 linear feet of Techite pipe and 3,000 linear feet of water distribution mains as well as system appurtenances.

**City of Anaheim – Public Works Annual Contract, Anaheim, California; Duration: 2018-2020.** Project Manager during testing and inspection services for various projects including improvements at Tustin and La Palma Avenues, Imperial Highway, Lincoln Avenue, Stoddard Park, and West Anaheim Bike Trail, as well as citywide street rehabilitation and improvements.

<p><b>EXPERIENCE</b></p> <p>Years of Experience: 18</p> <p>Years with MTGL: 18</p>	<p>Frank Melo has 18 years of experience with a solid background in quality oversight services for the transportation sector. Extensive technical background in construction engineering, including construction quality assurance / quality control, materials testing, geotechnical engineering, construction materials engineering, structural inspection and engineering design and analysis. Frank’s experience also providing materials reviews, materials designs, quality plan development, and third party / referee testing. Frank has in-depth laboratory and field testing of all roadway and structure materials including: Superpave HMA, Jointed Plain Concrete Pavement, Rapid Strength Concrete, Rebar Splices, Base Courses, and many other materials.</p> <p>He assists the MTGL’s Principal and Geotechnical Engineers for any related in geotechnical and materials testing services. He will be responsible and overseeing especially in materials testing and inspection services. He will also be responsible for preparing and submitting completed reports of all on-site activities on daily basis. His work in materials and testing extends to materials evaluation of structural materials, design/characterization of materials, non-destructive methods of examination, field “mock-up” construction evaluation, destructive testing, materials suitability analysis, and more testing services.</p>
<p><b>EDUCATION</b></p>	<p>B.S. Civil Engineering, San Diego State University, San Diego</p>
<p><b>LICENSES /CERTIFICATIONS</b></p>	<p>Civil Engineer in Training (EIT) 120422; Caltrans Certified (CT 105, 106, 125 AGG, 125 GEN, 125 HMA, 201); PCI 1812199 (Level II QC Technician/Inspector)</p>
<p><b>RELEVANT PROJECT EXPERIENC</b></p>	<p><b>City of Menifee, Annual On-Call Professional Services for CIP Various Projects, Menifee, California; Duration: 2019-Current.</b> As a Senior Staff Engineer, he is providing material testing and quality oversight services including slurry seal placement testing and laboratory testing including wet track abrasion testing, asphalt concrete binder content, aggregate sieve analysis, and emulsion content.</p> <p><b>City of Fullerton, On-Call Professional Engineering Services for Various Projects, Fullerton, California; Duration: 2018-2021.</b> As a Senior Staff, he is providing pavement reconstruction, rehabilitation and/or surface analysis was performed in accordance with Caltrans guidelines (Pavement Design Manual) and geotechnical shoring recommendations. He also preparing report which addresses the sampling and inspection, and findings results for each project.</p> <p><b>OCTA DB I-405 (State Route 73 to Interstate 605), Irvine, California; Duration: 2017-Current.</b> A Senior Staff Engineer/Task Leader for this project improvement scope of work includes but is not limited to construction of two new travels lanes from the Orange County segment of the I-405 to the Los Angeles County Lane. In addition to new Pavement, twelve (12) Over-Crossings are being rebuilt to accommodate a wider freeway. Auxiliary construction also includes environmental mitigation of abandoned oil pipelines, ramp reconstruction and rehabilitation, soundwall construction, retaining wall construction via various earth stabilization methods, sign structure construction, drainage construction, rehabilitation and resurface of existing pavement structures, and miscellaneous seismic upgrades.</p>

**EXPERIENCE**  
Years of Experience: 3  
Years with MTGL: 3

Jay Rowerdink has joined MTGL with civil engineering experience including field materials testing and site exploration/investigation, compiling and reporting data and construction observation/monitoring to assure compliance with recommendations.

He assists MTGL's Principal Geotechnical Engineers with anything related to geotechnical and materials testing services. He is responsible and professional especially regarding materials testing and inspection services. He will also be responsible for preparing and submitting completed reports of all on-site activities on daily basis.

He brings excellent documentation skills, along with an aptitude for identifying construction difficulties early on and resolving those issues expeditiously. His recent experience has allowed him to develop strong skills in working efficiently and proactively on any project. His communication skills, diligence, and dedication to his profession make him a great addition to any project team.

**EDUCATION**

B.S. Civil Engineering, San Diego State University, San Diego, CA

**REGISTRATION /LICENSE**

Engineer-In-Training #168434; ACI (Concrete Field-Testing Grade I); APNGA Portable Nuclear Gauge Safety; OSHA 30-Hour Outreach Training for the Construction Industry; American Red Cross Adult First Aid/CPR/AED/AED-BL

**RELEVANT PROJECT EXPERIENCE**

**City of Lynwood Residential Street Improvement, Lynwood, CA; Duration: September 2019.** Performed duties as a Staff Engineer including field materials testing and site exploration/investigation (findings), compiling and reporting data (groundwater details, lab testing, and grading), and construction observation/monitoring to assure compliance with recommendations for the residential street improvement project.

**City of Fullerton, On-Call Professional Engineering Services for Various Projects, Fullerton, California; Duration: 2018-2021.** Performed duties as a Staff Engineer including field materials testing and site exploration/investigation (findings), compiling and reporting data (groundwater details, lab testing) and construction observation/monitoring to assure compliance with recommendations.

**Anaheim Transportation Geotechnical Investigation, Anaheim, CA; Duration: February 2020.** Performed duties as a Staff Engineer including field materials testing and site exploration/investigation (findings), compiling and reporting data (groundwater details, lab testing) and construction observation/monitoring to assure compliance with recommendations.

**LAX RSX Station Site, Los Angeles, CA; Duration: February 2020-March 2020.** Performed duties as a Staff Engineer including field materials testing and site exploration/investigation (findings), compiling and reporting data (groundwater details, lab testing, and grading), and construction observation/monitoring to assure compliance with recommendations.

**VA Long Beach Mental Health Inpatient, Long Beach, CA; Duration: February 2020.** Performed duties as a Staff Engineer including field materials testing and site exploration/investigation (findings), compiling and reporting data (groundwater details, lab testing, and grading), and construction observation/monitoring to assure compliance with recommendations.

EXPERIENCE  
Years of Experience: 14  
Years with MTGL: 5

Robert Schubert has over 14 years of experience in the construction industry. He is recently promoted as a Laboratory Supervisor which he is experience with all areas of materials testing including geotechnical, concrete, aggregate, soil, bridge materials, reinforcing steel, masonry units, and many more advanced structural materials. He has the abilities and knowledge to self-performed accreditation audits from agencies such as: AASHTO Materials Reference Laboratory (AMRL), Cement and Concrete Reference Laboratory (CCRL), Caltrans, Division of the State Architect (DSA), and the United States Army Corps of Engineers (USACE).

He has extensive experience as a Laboratory Technician with testing and inspection which includes concrete, soil, concrete masonry units, reinforcing steel, fireproofing and aggregates. He has in-depth knowledge of standard test methods published by ASTM, AASHTO and Caltrans.

He is knowledgeable of all relevant standard compliance and code requirements. He brings excellent documentation skills, along with an aptitude for identifying construction difficulties early on and resolving those issues expeditiously.

LICENSES  
/CERTIFICATIONS

ACI (Aggregate Testing Level 1, Concrete Strength Testing, Concrete Laboratory Testing Level 1, Aggregate Base Testing, Concrete Field-Testing Grade I); Caltrans (CT 105, 125AGG, 125HMA, 201, 202, 205, 216, 217, 226, 227, 229, 306, 504, 518, 521, 523, 523.1, 523.2, 539, 540, 543, 556, 557); AASHTO/ASTM (T11, T27, R47, R76, T166, T176, T209, T255, T269, T275, T308, T329, T335); NICET #145834 Materials Testing (Level 1: Concrete, Soils and Asphalt; Level II: Soils and Asphalt); APNGA (USDOT Hazmat, Nuclear Gauge Safety); OSHA 10

RELEVANT PROJECT  
EXPERIENCE

**City of Fullerton, On-Call Professional Engineering Services for Various Projects, Fullerton, California; Duration: 2018-2021.** As the Laboratory Supervisor, Mr. Schubert's role was to ensure that all required testing of soil and asphalt samples were performed in accordance with standard test methods of American Society of Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), and California Department of Transportation (CTM) as specified in the project specifications and the City of Fullerton standards.

**City of Anaheim – Public Works Annual Contract, Anaheim, California; Duration: 2018-2020.** As the Senior Laboratory Technician on this project, Mr. Schubert was in charge ensuring that all materials were tested in accordance with the Standard Specifications for Public Works Construction (Greenbook) and the City of Anaheim Standards and Specifications. Materials testing and inspection services for various improvement projects including determining the Maximum Density-Optimum Moisture Content Relationships, Resistance Value of soil and aggregate base specimens, concrete compressive strength testing, and Hveem stability value of laboratory compacted bituminous mixtures.

**OCTA DB I-405 (State Route 73 to Interstate 605), Irvine, California.** Mr. Schubert provided technical services as the Laboratory Manager for all materials testing requirements in accordance with Caltrans Standard Test Methods and Specifications. Laboratory testing was performed for this project on two (2) new travels lanes from the Orange County segment of the I-405 to the Los Angeles County Line.

**CHRISTOPHER BUNKER**

Special Inspector/Materials Technician

**EXPERIENCE**

Years of Experience: 16  
Years with MTGL: 9

Christopher Bunker has 16 years of experience as a Special Inspector and Field Technician in the construction industry. He is certified with ICC, ACI, DSA, Caltrans and Nuclear Gauge Safety. He has an extensive working on public and private sectors projects ranging from small to large facilities such in airports, municipalities, agencies, highways, school districts, hospitals and commercials. He has knowledge in the governing building code, all applicable standard codes and regulations as well as in compliance of DSA Title 24 compliance with construction documents.

He has an excellent documentation skills and communication. He is a proven material tester and pull tester on rebar, all threaded anchors and miscellaneous items that require tensile testing, and additionally he is qualified for material sampling which include soils, concrete, rebar, concrete block and other miscellaneous items.

**LICENSES /CERTIFICATIONS**

ICC #1091733 (Soil, Reinforced Concrete, Prestressed Concrete, Structural Masonry, Spray-applied Fireproofing, Commercial Building); ACI #00040566 (Concrete Field-Testing Grade I, Adhesive Anchor Installation, Masonry Field testing); Caltrans Certified (CT 504, 518, 539, 540, 543, 556, 557); DSA (Masonry #5461, Shotcrete #5952); CPN Nuclear Gauge Safety; APNGA Nuclear Gauge Safety

**RELEVANT PROJECT EXPERIENCE**

**San Bernardino County Transportation Authority – Metrolink Active Transportation, San Bernardino County.** Performed duties as a Field Technician providing soils testing and inspection for the Metrolink ATP Phase 1 Project will use a grant of federal ATP funds to provide safe pedestrian/bicycle access, way finding signage, sidewalk improvements, high-visibility crosswalks, bicycle parking, and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink Stations in six (6) cities in San Bernardino County.

**City of Victorville Project BM18-067(84) Signal and Road Improvements** Performed duties as a Field Technician provided soils testing and laboratory testing.

**Bogert Trail Bridge Rehabilitation, Palm Springs.** Performed duties as a Special Inspector and Field Technician including testing and inspection services for the project consisted of aesthetically upgraded and expanded the bridges dimensions provided full-sized traffic lanes along with the addition of shoulders.

**California Air Resource Board, Riverside.** Performed duties as a Special Inspector and Field Technician including testing and inspection services for the project consisting 380,000 square foot building and one of largest most advance vehicle emissions testing and research facilities.

**City of Moreno Valley Street Improvement Program for Alessandro Boulevard Improvements, 2013 Citywide Pavement Resurfacing and Sunnymead Ranch Slurry Projects; Duration: February 2012-September 2014.** Performed duties as a Field Technician including soils and materials testing services for the three (3) Street Improvement Program projects including Alessandro Boulevard Improvements, 2013 Citywide Pavement Resurfacing, and Sunnymead Ranch Slurry Seal.

**RALPH WILLIAMS**  
Special Inspector/Field Technician

**EXPERIENCE**  
Years of Experience: 17  
Years with MTGL: 16

Ralph Williams has 17 years of experience as a Special Inspector and Field Technician in the construction industry. He has extensive experience in all facets of construction for various Caltrans projects, water reclamation plants, substations, schools, industrial complexes, residential and office buildings. He is proficient in mass-grading observation and testing, identification of formational materials, soil classification, AC placement, Marshall, Maximum Density, Batch Plant Inspection, pull and torque testing of anchor bolts and ceiling wires.

His unique experience gives him a deep understanding of the construction process from beginning to project completion; and the ability to work with numerous contractors, sub-contractors and client representatives. He understands City requirements construction task and activity and he is capable to use this perspective to be the client's "eyes and ears" on the project. He has an excellent documentation skills and communication.

**LICENSES /CERTIFICATIONS**

ICC (Soils); ACI (Concrete Field-Testing Technician Grade 1); Caltrans (CT 125AGG, 125 GEN, 125HMA, 231, 375); Nuclear Gauge Safety

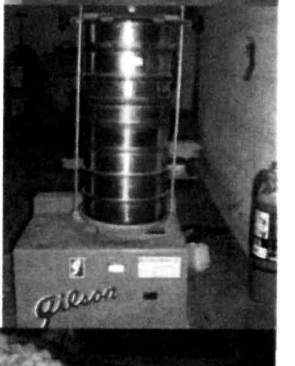
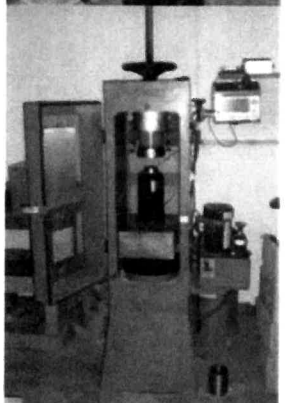
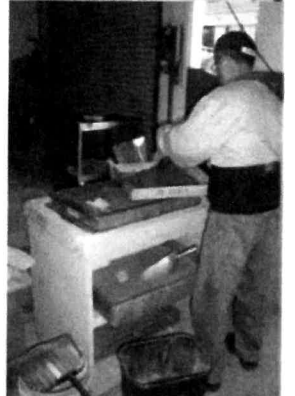
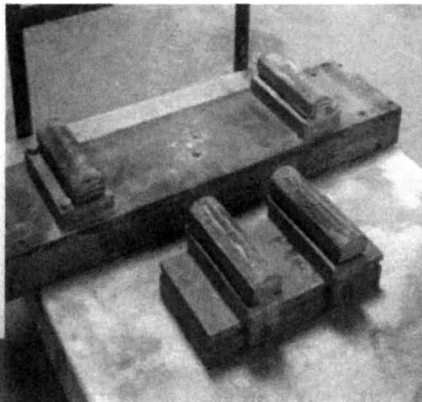
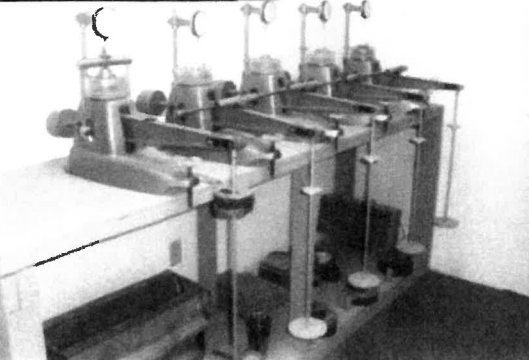
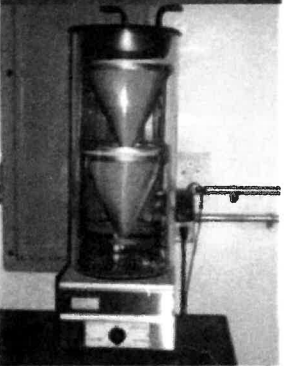
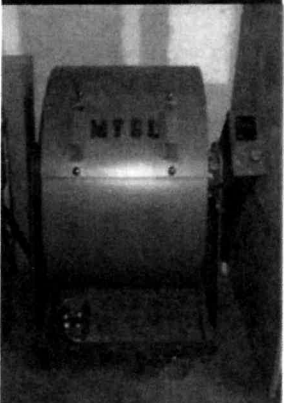
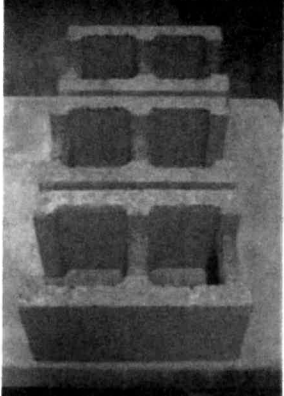
**RELEVANT PROJECT EXPERIENCE**

**San Bernardino County Transportation Authority (SBCTA) Metrolink Active Transportation; Duration: 2018-2019.** Performed duties as a Field Technician providing soils testing and inspection for the Metrolink ATP Phase 1 Project will use a grant of federal ATP funds to provide safe pedestrian/bicycle access, way finding signage, sidewalk improvements, high-visibility crosswalks, bicycle parking, and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink Stations in six (6) cities in San Bernardino County. This project is a Federal-aid and financed in part by the US Department of Transportation (US DOT).

**City of Menifee CIP 18-08 Adams Avenue Street Improvements; Duration: December 2018-June 2019.** Performed duties as a Field Technician including materials testing services for the project consisted of clear and grub existing surface of any organic material and loose debris, removal and disposal of existing asphalt concrete, PCC sidewalk, street signs, fences, remove all existing conflicting striping, grading, including excavation and compaction for pavement subgrade and markings.

**City of Moreno Valley Street Improvement Program for Alessandro Boulevard Improvements, 2013 Citywide Pavement Resurfacing and Sunnymead Ranch Slurry Projects; Duration: February 2012-September 2014.** Performed duties as a Field Technician including soils and materials testing services for the three (3) Street Improvement Program projects including Alessandro Boulevard Improvements, 2013 Citywide Pavement Resurfacing, and Sunnymead Ranch Slurry Seal.

**City of Brea Glenbrook Tract Waterline Improvement and Rehabilitation; Duration: May 2016-September 2016.** Performed duties as a Field Technician including materials testing services for the project consisted CMU restroom building DSA fabric shade shelters, playground equipment, three (3) handball CMU walls, CMU retaining walls, three (3) A.D.A. ramps, site furnishings, PCC and asphalt paving, and a storm water detention and filtration system.



**“Providing Value in Quality Control”**

**Geotechnical, Materials Testing and Special Inspection Services**

**EXHIBIT "B"**  
**COMPENSATION RATES AND CHARGES**

# MTGL Testing Fee Schedule

PROFESSIONAL SERVICES	UNIT	RATE
Staff Engineer / Geologist	HR	\$ 115.00
Project Manager/Engineer/Geologist	HR	\$ 130.00
Principal Engineer/Geologist	HR	\$ 175.00
Draftsperson	HR	\$ 70.00
Administrative	HR	\$ 55.00

FIELD INSPECTION PERSONNEL	UNIT	RATE
ICC Special Inspector	HR	\$ 95.00
Soils/Asphalt Technician	HR	\$ 95.00
AWS/CWI Welding Inspector	HR	\$ 95.00
NDT Technician	HR	\$ 145.00
Field/Lab Supervisor	HR	\$ 95.00
DSA Masonry/Shotcrete Inspector	HR	\$ 115.00
L.A. Deputy Grading Inspector	HR	\$ 115.00
L.A. City Special Inspector	HR	\$ 115.00
Multi-Certified Inspector	HR	\$ 105.00
Pull I Torque Testing Technician	HR	\$ 95.00
Batch Plant (Concrete or Asphalt) Technician	HR	\$ 95.00
Floor Flatness / Levelness (Inc. Equipment)	DAY	\$ 1500.00
Prestressed/Post Tensioned Inspector	HR	\$ 95.00
Concrete, Masonry, Asphalt Coring or Sawing	QUOTE	
Pick-Up and Delivery of Test Specimens/Cylinders	TRIP	\$ 50.00

LAB TESTING - SOIL	UNIT	RATE
D422 Hydrometer Analysis	EACH	\$ 175.00
D422 Sieve Analysis of Soil	EACH	\$ 200.00
D558 Soil Cement - Maximum Density	EACH	\$ 300.00
D559 Soil Cement - Sample Preparation	EACH	\$ 100.00
D854 Specific Gravity of Soils	EACH	\$ 125.00
D1140 Materials Finer than #200 (Sieve)	EACH	\$ 60.00
D1557 Maximum Density	EACH	\$ 290.00
D1883 California Bearing Ratio (CBR)	EACH	QUOTE
D2216 Soil Moisture Content by Mass	EACH	\$ 20.00
D2419 Sand Equivalent	EACH	\$ 95.00
D2434 Permeability	EACH	QUOTE
D2435 Consolidation	EACH	\$ 225.00
D2435 Consolidation with Time Rate	EACH	\$ 275.00
D2844 R-Value & Expansive Pressures	3 Points	\$ 250.00
D2937 Moisture & Density (Ring Samples)	EACH	\$ 30.00
D3080 Direct Shear	EACH	\$ 200.00
D4318 Plasticity Index of Soils	EACH	\$ 130.00
D4829 Expansion Index of Soils	EACH	\$ 135.00

LAB TESTING - AGGREGATES	UNIT	RATE
C40 Organic Impurities in Fine Agg	EACH	\$ 95.00
C88 Soundness by Sodium Sulfate	EACH	\$ 315.00
C123 Percent Lightweight Particles	EACH	\$ 200.00
C127 Specific Gravity (Coarse Agg)	EACH	\$ 150.00
C128 Specific Gravity (Fine Agg)	EACH	\$ 130.00
C131 Abrasion - Los Angeles Rattler	EACH	\$ 225.00
C136 Sieve Analysis (Combined Agg)	EACH	\$ 130.00
C136 Sieve Analysis (Fine or Coarse Agg)	EACH	\$ 110.00
C142 Clay Lumps & Friable Particles	EACH	\$ 125.00
C535 Abrasion (Large Agg) - Los Angeles Rattler	EACH	\$ 235.00
C566 Moisture Content by Drying	EACH	\$ 20.00
CT 227 Cleanness Value	EACH	\$ 230.00
D3744 Durability Index	EACH	\$ 180.00
D5821 Flat & Elongated Particles	EACH	\$ 170.00
T335 Crushed Particles	EACH	\$ 170.00

LAB TESTING - FIREPROOFING	UNIT	RATE
E605 Unit Weight	EACH	\$ 60.00

LAB TESTING - ROOFING	UNIT	RATE
C67 Roofing Tile Absorption	EACH	\$ 60.00
C67 Roofing Tile Strength Test	EACH	\$ 60.00
C67 Brick - Boil	EACH	\$ 90.00
C67 Brick - Compressive Strength	EACH	\$ 50.00
C67 Brick - Moisture & Absorption	EACH	\$ 85.00

LAB TESTING - CONCRETE	UNIT	RATE
C39 Compressive Strength - Concrete Cylinders (6" x 12")	EACH	\$ 35.00
C39 Compressive Strength - Cores (6" Max. Diameter)	EACH	\$ 55.00
C78 Flexural Strength - Beams (6" x 6")	EACH	\$ 60.00
C157 Concrete Shrinkage (Set of 3)	SET	\$ 350.00
C174 Handling Charge - Cylinders Not Broken/Hold	EACH	\$ 10.00
C192 Concrete Trial Batch w/ Lab Testing	EACH	\$ 1100.00
C469 Modulus of Elasticity	EACH	\$ 150.00
C495 Comp. Strength - Lightweight Concrete Fill	EACH	\$ 35.00
Handling Charge - Beams Not Broken/Hold	EACH	\$ 50.00
C496 Tensile Strength, Splitting	EACH	\$ 60.00
C567 Unit Weight (Hardened Lightweight Concrete)	EACH	\$ 50.00
C1140 Shotcrete Panel Test	EACH	\$ 290.00
Core Trimming (In Laboratory)	EACH	\$ 55.00

LAB TESTING - ASPHALT	UNIT	RATE
D1188 Core Density Parafilm Coated	EACH	\$ 85.00
D1560 Stabilometer - HVEEM	EACH	\$ 290.00
D1561 Max Density - HVEEM	EACH	\$ 195.00
D2172 Asphalt Content by Solvents	EACH	\$ 250.00
D3910 Wet Track Abrasion	EACH	\$ 195.00
D5444 Gradation of Extracted Agg	EACH	\$ 275.00
D6307 Asphalt Content by Ignition	EACH	\$ 200.00
D6926 Max Density - Marshall	EACH	\$ 295.00
D6927 Stability and Flow - Marshall	EACH	\$ 375.00
T209/D2041 Theoretical Maximum Density	EACH	\$ 150.00
T324 Hamburg Wheel	EACH	\$ 1000.00

LAB TESTING - MASONRY	UNIT	RATE
C109 Mortar - 2" Cube Compressive Strength	EACH	\$ 40.00
C140 Block - Compressive Strength	EACH	\$ 75.00
C140 Block - Moisture & Absorption	EACH	\$ 80.00
C140 Block - Unit Weight & Measurements	EACH	\$ 275.00
C426 Block - Linear Shrinkage	EACH	\$ 180.00
C780 Mortar - (2" x 4") Cylinders Comp. Strength	EACH	\$ 35.00
C1019 Grout Prisms - Compressive Strength	EACH	\$ 35.00
Handling Charge (Cylinders/Cubes/Prisms) Not Broken/Holds	EACH	\$ 10.00
C1314 CMU Grouted Prisms - Comp. Strength (< 8" x 8" x 16")	EACH	\$ 180.00
C1314 CMU Grouted Prisms - Comp. Strength (> 8" x 8" x 16")	EACH	\$ 245.00

LAB TESTING - STEEL	UNIT	RATE
Steel Chemical Analysis/AWS Weld:Macroetch/Fracture/Bend Test	EACH	QUOTE
A325 High Strength Bolt, Nut & Washer Conformance (Per Assembly)	EACH	\$ 180.00
A370 Brinell & Rockwell Hardness Test	EACH	\$ 80.00
A370 Nelson Stud Tensile	EACH	\$ 195.00
A370 Rebar Bend & Tensile Test No. 11 Bar & Smaller	EACH	\$ 45.00
A615/706 Bend Test No. 11 Bar and Smaller	EACH	\$ 60.00
A615/706 Tensile No. 11 Bar and Smaller	EACH	\$ 65.00
A615/706 Tensile No. 14 Bar and Larger	EACH	QUOTE
A416 Prestressing Wire, Tension	EACH	\$ 170.00
Sample Preparation (Cutting)	EACH	\$ 80.00
A416 Prestressing Cable (7 Wire) - Yield & Tensile	EACH	\$ 170.00

EQUIPMENT CHARGES	UNIT	RATE
Air Meter	DAY	\$ 30.00
Dye Penetrant Equipment	DAY	\$ 50.00
Emissivity Test Kit	EACH	\$ 50.00
Ground Rod Equipment	DAY	\$ 50.00
Jacking Assembly	DAY	\$ 40.00
Magnetic Particle Equipment	DAY	\$ 50.00
Nuclear Density Gauge	DAY	\$ 70.00
Pachometer	DAY	\$ 55.00
Sand Cone Kit	DAY	\$ 50.00
Schmidt Hammer	DAY	\$ 40.00
Skidmore-Wilhelm Bolt Cell	DAY	\$ 50.00
Torque Wrench	DAY	\$ 25.00
Ultrasonic Equipment	DAY	\$ 40.00

## Basis of Charges

All other requested inspections and tests will be charged on an hourly and/or test rate basis in accordance with the attached fee schedule.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one-month, monthly invoices will be presented for services performed.

Any amount not paid within 30 days of the date due will bear interest at a rate of 18% per annum. In the event legal action is instituted to enforce this agreement, the prevailing party will be entitled to reasonable attorney fees.

A two hour minimum show-up charge will be incurred for all scheduled field services not canceled before 4:00p.m. of the preceding day. A minimum four hour charge will be incurred for technician field services.

An overtime premium of time and one-half will be charged for any personnel services in excess of eight hours per day, up to and including twelve hours per day, and Saturday. Double time will be charged for over twelve hours in any one day, Sunday and Holidays. Holidays are New Years Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day. High priority laboratory testing at the Client's request which requires unscheduled overtime is subject to a 50% increase from the standard rates.

Swing (2nd) and graveyard (3rd) shift will be charged at regular rates plus 15% and 20% respectively.

Sampling, specification review, discussion, and report preparation for field testing are charged at hourly rates. A minimum charge of \$100.00 will be made for issuance of any engineering reports. Engineering review time of all field reports is estimated to be 0.2hours per report. The charge for weekly report distribution is 1 hour per week.

There will be no charge for travel time and mileage within a 50 mile radius of our nearest office for deputy inspection only. For projects outside a 50 mile radius and less than 100 miles, the mileage rate will be 50cents per mile. Engineers, Consultants, Supervisors and Technicians are charged portal to portal with minimums from the nearest office to site of work and return, unless otherwise noted. Combination of services will be billed at the applicable higher hourly rate for the day.

Reimbursable expenses such as parking, air fare, car rental, food and lodging will be charged at cost plus 20%, unless provided. Subsistence on remote jobs by quotation, unless provided.

Outside services performed by others and direct costs expended on the Client's behalf are charged at cost plus 20%, unless otherwise noted. Certified Payrolls will be supplied upon request at a cost of \$75.00 per pay period.

There will be a minimum project set-up fee of \$250 for obtaining plans, specifications, accounting/distribution information and filing of preliminary liens. Invoicing is performed on a monthly basis. Past due account will accumulate interest charges at the rate of 1% per month. Prices for tests not quoted or discounts for volume work will be given upon request.

This proposal is valid for 90 days from the date of submission.







**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>IOA Insurance Services</b>		License # 0E67768	NAMED INSURED MTGL, Inc. 2992 E. La Palma Ave., Ste. A Anaheim, CA 92806 Orange
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**  
 30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

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

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

**BROKER COPY**

REP D1  
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PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JULY 1, 2021 AT 12.01 A.M.  
AND EXPIRING JULY 1, 2022 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

MTGL , INC.  
2992 E LA PALMA AVE STE A  
ANAHEIM, CA 92806

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 2, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

Named Insured: MTGL, Inc.  
Policy Number: BA2S139998

COMMERCIAL AUTO

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

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BLANKET ADDITIONAL INSURED</b>                                  | <b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b> |
| <b>B. EMPLOYEE HIRED AUTO</b>   | <b>I. WAIVER OF DEDUCTIBLE – GLASS</b>                                  |
| <b>C. EMPLOYEES AS INSURED</b>  | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                   | <b>K. AIRBAGS</b>   |
| <b>E. TRAILERS – INCREASED LOAD CAPACITY</b>                          | <b>L. AUTO LOAN LEASE GAP</b>   |
| <b>F. HIRED AUTO PHYSICAL DAMAGE</b>                                  | <b>M. BLANKET WAIVER OF SUBROGATION</b>                                 |
| <b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |   |

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

### I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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

## **SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

**EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE**

<b>Commercial General Liability</b>	<b>Limits Of Liability</b>	
Carrier <b>TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA</b>	<b>General Aggregate</b>	<b>\$2,000,000</b>
Policy Number <b>680-002H020984-21</b>	<b>Products-Completed Operations Aggregate</b>	<b>\$2,000,000</b>
Policy Period	<b>Personal and Advertising Injury</b>	<b>\$1,000,000</b>
From: <b>09/01/2021</b>	<b>Each Occurrence</b>	<b>\$1,000,000</b>
to: <b>09/01/2022</b>		

<b>Automobile Liability</b>	<b>Limits Of Liability</b>	
Carrier <b>THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT</b>	<b>Bodily Injury And Property Damage Combined Single Limit</b>	<b>\$1,000,000</b>
Policy Number <b>BA-002S139998-21</b>		
Policy Period		
From: <b>09/01/2021</b>		
to: <b>09/01/2022</b>		

<b>Employers Liability</b>	<b>Limits Of Liability</b>	
Carrier <b>STATE FUND COMPENSATION FUND OF CA</b>	<b>Bodily Injury By Accident Each Accident</b>	<b>\$1,000,000</b>
Policy Number <b>9278739-21</b>	<b>Bodily Injury By Disease Policy Limit</b>	<b>\$1,000,000</b>
Policy Period	<b>Bodily Injury By Disease Each Employee</b>	<b>\$1,000,000</b>
From: <b>07/01/2021</b>		
to: <b>07/01/2022</b>		

**EXHIBIT B**



**2026 SCHEDULE OF FEES  
(PREVAILING WAGE RATES)**

PROFESSIONAL SERVICES	RATE	UNIT
Principal Engineer/Geologist	\$ 185.00	HR
Project Manager/Field Supervisor or Registered Engineer/Geologist	\$ 145.00	HR
Staff Engineer/Geologist	\$ 125.00	HR
Draftsperson	\$ 105.00	HR
Administrative (Per Monthly Invoice)	5%	Invoice
Project Setup Fee	\$ 250.00	LS
Project Reporting Fee (Per Pay Period)	\$ 95.00	Per Week

FIELD INSPECTION PERSONNEL	RATE	UNIT
Special Inspector (Concrete, Masonry, Steel/Welding, Fireproofing)	\$ 130.00	HR
Special Inspector (Shotcrete)	\$ 150.00	HR
Special Inspector (FRP)	\$ 150.00	HR
Special Inspector (Shearwall/Nailing)	\$ 150.00	HR
Soils Inspector (Soils, Asphalt)	\$ 130.00	HR
NDT Technician & Shop Fabrication Inspection	\$ 145.00	HR
Mileage (IRS Current Rate)	\$ 0.80	MILE
Travel Time (Portal to Portal) - Equal to the Rate of Service	Hourly Rate	HR
Firestopping/Fire Caulking	\$ 155.00	HR
Floor Flatness / Levelness (Inc. Equipment)	\$ 1,500.00	DAY
2026-2027 DIR Prevailing Wage Increase	6%	HR RATE
2027-2028 DIR Prevailing Wage Increase	6%	HR RATE
Concrete, Masonry, Asphalt Coring or Sawing	QUOTE	DAY

LAB TESTING - AGGREGATES	ASTM	CTM	AASHTO	RATE	UNIT
Organic Impurities in Fine Agg	C40	CT213	T21	\$ 95.00	EACH
Soundness by Sodium Sulfate	C88	CT214	T104	\$ 315.00	EACH
Percent Lightweight Particles	C123	---	T113	\$ 215.00	EACH
Specific Gravity (Coarse Agg)	C127	CT206	T85	\$ 130.00	EACH
Specific Gravity (Fine Agg)	C128	CT207	T84	\$ 150.00	EACH
Abrasion by Los Angeles Rattler (ASTM C535)	C131	CT211	T96	\$ 235.00	EACH
Sieve Analysis (Combined Agg)	C136	CT202	T27	\$ 130.00	EACH
Sieve Analysis (Fine or Coarse Agg)	C136	CT202	T27	\$ 125.00	EACH
Clay Lumps & Friable Particles	C142	---	T112	\$ 135.00	EACH
Moisture Content by Drying	C566	CT226	T255	\$ 25.00	EACH
Cleanliness Value	---	CT227	---	\$ 230.00	EACH
Durability Index	D3744	CT229	T210	\$ 180.00	EACH
Flat & Elongated Particles	D4791	CT235	T335	\$ 215.00	EACH
Percentage of Crushed Particles	D5821	CT205	T335	\$ 170.00	EACH

LAB TESTING - ASPHALT	ASTM	CTM	AASHTO	RATE	UNIT
Core Density Parafilm Coated	D1188	CT308	T275	\$ 85.00	EACH
Stabilometer - HVEEM	D1560	CT366	T246	\$ 290.00	EACH
Max Density - HVEEM	D1561	CT308	T247	\$ 195.00	EACH
Asphalt Content by Solvents	D2172	CT310	T164	\$ 600.00	EACH
Wet Track Abrasion	D3910	---	---	\$ 215.00	EACH
Gradation of Extracted Agg	D5444	CT202	T30	\$ 275.00	EACH
Asphalt Content by Ignition Oven	D6307	CT382	T308	\$ 265.00	EACH
Max Density - Marshall	D6926	---	R68	\$ 295.00	EACH
Stability and Flow - Marshall	D6927	---	T245	\$ 375.00	EACH
Theoretical Maximum Density (Rice)	D2041	CT309	T209	\$ 150.00	EACH
Moisture Content	D4643	CT370	T265	\$ 70.00	EACH
Tensile Stress Ratio (TSR)	D4867	CT371	T283	\$ 2,200.00	EACH
LTMD Gyrotory Compactor	D6925	CT304	T312	\$ 400.00	EACH
Hamburg Wheel	D7899	CT389	T324	\$ 1,000.00	EACH

LAB TESTING - CONCRETE	ASTM	CTM	AASHTO	RATE	UNIT
Compressive Strength - Concrete Cylinders	C39	CT521	T22	\$ 35.00	EACH
Compressive Strength - Cores (6" Max. Dia.)	C39	CT521	T22	\$ 50.00	EACH
Flexural Strength - Beams (6" x 6")	C78	CT523	T97	\$ 65.00	EACH
Concrete Shrinkage (Set of 3)	C157	CT530	T160	\$ 350.00	SET
Handling Charge - Cylinders Not Broken/Hold	---	---	---	\$ 35.00	EACH
Concrete Trial Batch w/ Lab Testing	C192	CT540	R39	\$ 1,100.00	EACH
Modulus of Elasticity	C469	CT522	---	\$ 150.00	EACH
Comp. Strength - Lightweight Concrete Fill	C495	CT537	T360	\$ 45.00	EACH
Handling Charge - Beams Not Broken/Hold	---	---	---	\$ 65.00	EACH
Splitting Tensile Strength	C496	---	T198	\$ 75.00	EACH
Unit Weight (Hardened Lightweight Concrete)	C567	CT518	T367	\$ 50.00	EACH
Shotcrete Panel Test	C1140	---	T337	\$ 300.00	EACH
Core Trimming (In Laboratory)	---	---	---	\$ 55.00	EACH

SAMPLE PICKUP CHARGES	RATE	UNIT
Pick up Sample Trip Charge (2hr Minimum)	\$ 75.00	HR
Weekend Sample Pick Up Charge (2hr Minimum)	\$ 85.00	HR

LAB TESTING - MASONRY	ASTM	CTM	AASHTO	RATE	UNIT
Block - Compressive Strength	C140	---	T32	\$ 75.00	EACH
Block - Moisture & Absorption	C140	---	T32	\$ 80.00	EACH
Block - Unit Weight & Measurements	C140	---	T32	\$ 275.00	EACH
Block - Linear Shrinkage	C426	---	T160	\$ 180.00	EACH
Mortar - 2" Cube Compressive Strength	C109	---	T106	\$ 40.00	EACH
Mortar - 2" x 4" Cylinders Comp. Strength	C780	---	T325	\$ 35.00	EACH
Grouted Prisms - Compressive Strength	C1019	---	---	\$ 35.00	EACH
Handling Charge Samples Not Broken/Holds	---	---	---	\$ 75.00	EACH
CMU Grouted Prisms Comp. Strength (<8"x8"x16")	C1314	---	---	\$ 195.00	EACH
CMU Grouted Prisms Comp. Strength (>8"x8"x16")	C1314	---	---	\$ 255.00	EACH
Brick - Boil	C67	---	T32	QUOTE	EACH
Brick - Compressive Strength	C67	---	T32	QUOTE	EACH
Brick - Moisture & Absorption	C67	---	T32	QUOTE	EACH

LAB TESTING - SOIL	ASTM	CTM	AASHTO	RATE	UNIT
Hydrometer Analysis	D422	---	T88	\$ 175.00	EACH
Sieve Analysis of Soil	D422	CT202	T88	\$ 200.00	EACH
Soil Cement - Maximum Density	D558	---	T134	\$ 300.00	EACH
Soil Cement - Sample Preparation	D559	---	T135	\$ 100.00	EACH
Soil Cement - Compressive Strength (Set of 3)	D5102	---	T220	\$ 550.00	EACH
Unconfined Compressive Strength (Set of 3)	D2166	---	T208	\$ 400.00	EACH
Specific Gravity of Soils	D854	CT209	T100	\$ 150.00	EACH
Materials Finer than #200 (Sieve)	D1140	---	T11	\$ 70.00	EACH
Maximum Density	D1557	---	T180	\$ 290.00	EACH
California Bearing Ratio	D1883	---	T193	\$ 650.00	EACH
Unconfined Compressive Strength	D2166	---	T208	\$ 150.00	EACH
Soil Moisture Content by Mass	D2216	---	T265	\$ 25.00	EACH
Sand Equivalent	D2419	CT217	T176	\$ 125.00	EACH
Permeability	D2434	---	T215	\$ 500.00	EACH
Consolidation	D2435	---	T216	\$ 450.00	EACH
Consolidation with Time Rate	D2435	---	T216	\$ 550.00	EACH
R-Value & Expansive Pressures	D2844	CT301	T190	\$ 305.00	3 Points
Moisture & Density (Ring Samples)	D2937	---	---	\$ 30.00	EACH
Direct Shear (3 Points) - Peak & Ultimate	D3080	---	T236	\$ 380.00	EACH
Plasticity Index of Soils	D4318	CT204	T90	\$ 150.00	EACH
Expansion Index of Soils	D4829	---	---	\$ 160.00	EACH
Soil Corrosion Series (pH, CT643, CT417, CT422)	---	---	---	\$ 250.00	EACH
CA Impact Max Density	---	CT216	---	\$ 275.00	EACH
CA Impact Rock Correction	---	CT216	---	\$ 95.00	EACH

LAB TESTING - STEEL	ASTM	CTM	AASHTO	RATE	UNIT
Steel Chemical Analysis/AWS Weld:Macroetch/Fracture/Bend	---	---	---	QUOTE	EACH
Bolt, Nut & Washer Assembly Conformance (Each)	A325	---	M164	\$ 180.00	EACH
Brinell & Rockwell Hardness Test (Each)	A370	---	T244	\$ 80.00	EACH
Nelson Stud Tensile (Each)	A370	---	T244	\$ 195.00	EACH
A615/706 Rebar Bend Test No. 11 Bar and Smaller	A370	---	T244	\$ 80.00	EACH
A615/706 Rebar Tensile No. 11 Bar and Smaller	A370	---	T244	\$ 85.00	EACH
A615/706 Rebar Tensile No. 14 Bar and Larger	A370	---	T244	QUOTE	EACH
Anchor Rods (Elongation, Reduction, Yield, Tensile)	F1554	---	---	\$ 225.00	EACH
Sample Preparation (Cutting)	---	---	---	\$ 80.00	EACH
Prestressing Cable (7 Wire) - Yield & Tensile	A416	---	M203	\$ 170.00	EACH
Headed Rebar (#9 and Smaller)	A970	---	M327	\$ 245.00	EACH
Mechanical Coupler Slip Test	A1034	CT670	T244	\$ 300.00	EACH
Mechanical Coupler - Tensile Test	A1034	CT670	T244	\$ 250.00	EACH
Fireproofing Unit Weight	E605	---	---	\$ 60.00	EACH

EQUIPMENT CHARGES	RATE	UNIT
Air Testing Equipment	\$ 40.00	DAY
Clamp Meter	\$ 45.00	DAY
Coating Thickness Gauge	\$ 45.00	DAY
Concrete Cure Box	\$ 200.00	LS
Concrete Slump Kit	\$ 20.00	DAY
Fireproofing Kit	\$ 35.00	DAY
Hydraulic Jacking Assembly	\$ 60.00	DAY
Nuclear Density Gauge	\$ 70.00	DAY
Pachometer	\$ 55.00	DAY
Sand Cone Kit	\$ 50.00	DAY
NDE Equipment	\$ 50.00	DAY
Skidmore-Wilhelm Bolt Cell	\$ 65.00	DAY
Torque Wrench	\$ 60.00	DAY
Unit Weight Kit	\$ 40.00	DAY
Outside Services	Cost +20%	
Reimbursables	Cost +20%	

# BASIS OF CHARGES AND CONTRACT TERMS

The charges for services and General Terms and Conditions set forth below will govern the provision of services and will constitute the contract terms between the Owner or Owner's Representative (Client) and MTGL, Inc. unless the Client and MTGL, Inc. have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall supersede.

## MINIMUM FIELD HOURLY CHARGES

For Field Technicians, Special Inspectors, or any on-site (field) materials testing services:

**4 hours:** 4-hour minimum charge up to the first four hours of work.

**8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.

*Project time accrued includes portal-to-portal travel time.*

## SCHEDULING & CANCELLATIONS

- A 24-hour notice is required when scheduling an inspection or technician. Services scheduled after 12:00 PM the previous workday will be invoiced at a 50% increase.

- A two-hour show-up charge will be applied to any service canceled on the same day of service.

- Rush laboratory tests are subject to a 50% increase.

- Verbal requests will be considered authorization to perform billable work. The client shall designate a member(s) of staff with the authority to request services and notify MTGL in writing of their authorized representative. Otherwise, all service requests are billable.

## OVERTIME RATES

- Work performed more than 8 hours per day and/or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.

- Work performed on Sundays recognized as holidays or more than eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.

- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

- Work performed by field or laboratory staff outside of normal business hours (5:00 AM - 5:00 PM) will be subject to the above overtime rates.

## ADMINISTRATIVE CHARGES

- Project administration costs are billed at 5% of the monthly invoice total.

- Certified payroll requests will have a processing fee applied for each project, billed at \$95 per payroll week when requested by the client.

## ANTICIPATED COSTS

- MTGL estimates a budget to assist the client with code-required inspections and testing based on information provided by the client. MTGL's ability to perform within the estimated budget relies heavily on the accuracy of the information provided and the cooperation of the client's management staff.

- Inspectors' daily reporting will be invoiced at 0.5 hours at the applicable rate.

- Project actual budget totals may vary. Estimated budget hours are based on 40 hours a week, 8 hours a day, Monday through Friday. The client shall monitor the percentage of work remaining to ensure inspections and testing are not greater than the estimated budget and adjust the contractor's labor and scheduling to maintain the work completion schedule.

- Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by MTGL are NOT "guaranteed maximums," "lump sums," or "not-to-exceed totals." The client will be invoiced for all work performed and only for work performed based on MTGL's working conditions and hours as an attachment to their contract.

- Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential for shop steel inspection are NOT included in MTGL's proposal.

## TRAVEL CHARGES & MILEAGE

- Inspectors' and field technicians' time and mileage will be billed on a portal-to-portal basis.

For all projects, the IRS per mile rate and the applicable travel time will be charged portal to portal for engineers, consultants, and supervisors from the laboratory to the project site and return.

## LABORATORY TESTING

- A 2-hour minimum material sample pick-up charge with an hourly rate of \$75 will be billed in addition to the prices quoted for testing.

- Rush laboratory tests are subject to a 50% increase.

- Quoted laboratory test rates assume samples are free of hazardous materials. Handling and testing of samples containing hazardous materials may include additional costs.

## WEEKEND SAMPLE PICK-UPS

To be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g., concrete specimens cast on Friday must be picked up during the weekend to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, then MTGL will not be held responsible for any negative consequences of non-conformance.

## TERMS OF PAYMENT

- Invoices for all services will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 45 days are considered past due and will be subject to a finance charge of 1.5% of the unpaid balance each month.

- All invoice errors or necessary corrections shall be brought to the attention of MTGL within 30 days of receipt of the invoice. Thereafter, the customer acknowledges invoices are correct and valid.

- MTGL reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination, the entire amount accrued for all services performed shall immediately become due and payable. The customer waives all claims against MTGL, its subsidiaries, affiliates, servants, and agents for termination of work on account of these terms.

- In the event of any litigation arising from or related to any agreement to provide services, whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees, and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative litigation settlement between the parties or a dispute resolution by arbitration, that same process shall determine the prevailing party.

Please note that field service rates will increase at 6% on July 1<sup>st</sup> for cost-of-living increases.

**Our professional engineering, geology, and inspection services are performed per the industry's current standards of practice. No other warranty or representation, express or implied, is made or intended.**