
**OFFICE OF THE CITY ATTORNEY
CITY OF COSTA MESA
COVER SHEET FOR SIGNATURE REQUESTS**

All documents must be reviewed and approved by an attorney in the City Attorney's office prior to submittal for the City Attorney's signature. Please complete this cover sheet and attach it to any document submitted for signature.

Title of documents to be signed: NV5 Professional Services Agreement

Name of reviewing attorney: Brittany Roberto

Person requesting signature – Name: Robert Staples
Title: Contract Administrator

Signature: _____



Date:

Any notes:

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
NV5, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of July, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and NV5, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering services for citywide capital improvement projects, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to the City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall not exceed Two Hundred Forty-Six Thousand Nine Hundred Forty-Eight Dollars (\$246,948.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on July 16, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers'

coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

NV5
9890 Irvine Center Drive
Irvine, CA 92618
Tel: (949) 585-0477
Attn: Amy Amirani

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5633
Attn: Azita Fakoorbayat, P.E.

Courtesy copy to:

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

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit

"E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to

incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes,

discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

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

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

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

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

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

Agreement.

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Amy Amiran
Signature

Date: 7/20/18

AMY AMIRANI, Vice President
[Name and Title]

[REDACTED]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

[Signature]
Sandra L. Genis
Mayor

Date: 3 Aug 2018

ATTEST:

Brenda Green 8-6-18
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]
Thomas Duarte
City Attorney

Date: 08/03/18

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

Date: 7/26/18

APPROVED AS TO CONTENT:

[Signature]
Azita Fakoorbayat
Project Manager

Date: 7/30/18

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 7-31-18

APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 8/1/18

EXHIBIT A
REQUEST FOR PROPOSAL



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

January 17, 2018

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL ENGINEERING SERVICES

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional engineering services for the design of various street improvement projects.

The anticipated schedule of events to complete the professional services for the project is as follows:

Events To Complete Work

Date

- | | |
|-------------------------------|-------------------|
| 1. Proposal Received by City | February 7, 2018 |
| 2. Selection of Consultant | February 16, 2018 |
| 3. Contract Award | March 20, 2018 |
| 4. Kick-off Conference | March 26, 2018 |
| 5. 70% Submittal | May 18, 2018 |
| 6. 100% Submittal | June 29, 2018 |
| 7. Final Submittal | July 31, 2018 |
| 8. Advertise for Construction | August 7, 2018 |

Enclosed is a Request for Proposals (RFP) to furnish professional services for the subject project. Selection of a consultant team will follow the "One Step RFP" method as outlined in the California Department of Transportation Local Assistance Procedures Manual. The minimum requirements for qualifications and the necessary professional services required by the City are stated within the RFP.

City of Costa Mesa Contact Person

Baltazar Mejia, City Engineer, (714) 754-5291, is the sole contact person for this project. Respondents are not to contact other staff members in conjunction with this RFP prior to the announcement of the award.

Required Copies of Request for Proposals on Due Date

One copy of the project proposal, one copy of the fee proposal, and one CD or thumb drive containing the entire proposal in PDF format must be received by the City not later than 3:00 p.m. on Wednesday, February 7, 2018. Electronic submittals through file sharing services like Dropbox or through your ftp site are acceptable provided that clear instructions/access are provided. All proposals shall be delivered to:

By mail or in person:

Mr. Baltazar Mejia, P.E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive
P.O. Box 1200
Costa Mesa, CA 92628-1200

By email: baltazar.mejia@costamesaca.gov

Sincerely,



Baltazar Mejia, P.E.
City Engineer

Attachments

- c: Raja Sethuraman, Public Services Director
- Bruce Lindemann, Maintenance Services Superintendent

REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

I. INTRODUCTION

The City of Costa Mesa is requesting proposals for professional engineering services for the following projects and services:

- (1) Hamilton Street Improvements (Pomona Avenue to Harbor Boulevard).
- (2) Santa Ana Avenue Improvements (22nd Street to 23rd Street).
- (3) Parkway Improvements for 20th Street from Tustin Avenue to Irvine Avenue.
- (4) Parkway and Catch Basin Improvements at Royal Palm Drive and Myrtlewood Street.
- (5) ~~Locate Monitoring Wells at Fairview Park.~~ Survey and miscellaneous items at Fairview Park
- (6) On-Call General Design, Geotechnical Engineering, Surveying and Construction Support Services.

A. **General Goals:**

The City of Costa Mesa is planning to implement the design of the aforementioned projects as part of the FY 2017-18 Capital Improvement Projects. In addition to the design services for the above projects, the City is seeking general engineering services for completion of other miscellaneous capital improvement projects.

The selected consultant will be responsible for the completion of construction documents, including the processing of permits through regulatory agencies and utility companies. The final set of construction documents must comply with current City Standards and formats.

B. **Minimum Consultant Qualifications:**

The key project staff furnished by the Consultant and sub-consultants must have at least five years of prior experience on similar types of projects. All Consultants responding to this Request for Proposals (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa.

II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by Consultants, the proposals shall include the following:

- a) A statement of project understanding, containing any suggestions to improve or expedite the project or special concerns of which City staff should be made aware. The project approach shall contain clarifications or additional scope of work you consider are necessary for the successful completion of the project.
- b) A project team organization chart identifying those who will perform the work and a brief resume of each team member (including a list of similar types of projects in which they have been directly involved) is required. Identify the proposed Project Manager (PM) for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main Consultant.
- c) A list of similar projects that your firm has completed within the last five years. Information should include project description, agency or client's name, along with the person to contact and the telephone number(s), year completed, and project cost. Clearly indicate your firm's role for each project listed, i.e., has been the lead Consultant or sub-consultant to a prime firm.
- d) Project references, including names, addresses and telephone numbers.
- e) A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- f) Fee proposal in a separately sealed envelope containing the following:
 1. Cover letter stating the not-to-exceed total lump sum fee for the design of the project. In addition, the Consultant is requested to include an amount of **\$15,000** in the fee schedule for the Project as a contingency to be used only as directed in writing by the City's PM, and a **\$50,000** allowance for the on-call services.
 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.

Please submit one copy of the project proposal, one copy of the fee proposal, and one CD or thumb drive containing the entire proposal in PDF format. Electronic submittals through file sharing services like Dropbox or through your ftp site are acceptable provided that clear instructions/access are provided.

III. CONSULTANT SELECTION COMMITTEE

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of at least four members who have acted in the capacity of Project Manager. The Consultant Selection Committee will evaluate the Consultant on their ability to:

- A. Produce a well-engineered set of PS&E that will result in a minimum number of construction contract change orders.

- B. Produce an innovative and detailed set of construction documents, which reflect field conditions, including existing trees and utility locations.
- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

IV. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Proposal Selection Committee has evaluated the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

V. PROFESSIONAL SERVICES AGREEMENT

- A. A sample of the Professional Services Agreement is enclosed for your review (Attachment A). The RFP and the Consultant's proposal will be attached to, and become part of, the executed agreement as exhibits.
- B. No reduction of professional services as stated in both the City's RFP and the Consultant's submitted proposal will be allowed.

VI. INSURANCE REQUIREMENTS

A certificate of insurance is enclosed for your reference (Attachment B). Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive insurance, worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

VII. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review:

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff and other advisory groups for appropriate guidance and coordination (assume four meetings).

The scope of the work includes addressing planning, environmental, and design issues pertaining to the construction of the above-mentioned projects.

Identify all project costs, including construction, and estimated operation and maintenance costs.

B. Utility Investigation/Coordination:

The Consultant shall notify all utility companies; identify and precisely locate all utilities (both underground and overhead) within the project limits including main lines, service lines, meter boxes, valve cans, irrigation lines, drain lines, channels, traffic signal conduit, etc., and obtain plans of all existing utility facilities.

The Consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.

The Consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance.

The Consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures," enclosed herein (Attachment C).

The Consultant shall submit all utility correspondence to the City.

C. Design Survey:

Consultant may propose survey services for the first four projects as an additive item for the City's consideration. If authorized, the following will be the minimum requirements:

- 1) The consultant shall provide the City with aerial topographic base maps at 1"=20' scale. The base maps shall identify all existing street improvements, drainage structures, fire hydrants, utility facilities, landscaping (trees, etc.), signs, street lights, etc., and other appurtenant improvements in the project area.
- 2) Cross-sections at 50 feet intervals showing the elevations of top of curb, gutter flow line, edge of the gutter, edge of pavement, lane lines, centerline, top median curbs, all angle points, beginning, half delta, and end of curb returns, and grid survey (ten feet intervals) at intersections. Survey shall extend twenty-five feet beyond right-of-way with cross sections at ten feet intervals to provide adequate joint conditions. Cross-sections shall extend one hundred feet on cross streets from beginning and end of curb returns. All elevations shall be referenced to the closest found Orange County benchmark.
- 3) Design cross-sections will be plotted using a 1"=20' vertical and a 1"=10' horizontal scale at fifty feet interval and will depict proposed and existing elevations and cross slopes. Design cross sections will be a part of the final construction drawings.
- 4) The design survey shall also include the flow line elevations along the gutter at every joint or twenty-five feet (whichever is greater) in order to determine the limits of removal for curb and gutter.

D. Geotechnical Investigation:

Consultant may propose geotechnical services for the first four projects as an additive item for the City's consideration. If approved, the minimum services for street rehabilitation are:

- 1) Street Names and Limits, and Number of Borings:

The Consultant shall research existing plans and records to obtain necessary existing utility and improvement information. The boring locations shall be submitted to the Project Engineer for review and approval. The Consultant shall notify the City's Project Engineer at least two working days prior to performing any boring operations. Immediately after obtaining soil samples, all boring holes shall be backfilled with non-shrink grout.

2) Examination of Site Prior to Submitting Proposals:

Each Consultant must fully familiarize themselves with the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful Consultant of his/her obligations to carry out the provisions of this contract.

3) Testing and Report Information:

The Consultant shall perform borings as described in Section 1 and determine the following:

- a) Existing moisture content at a depth of 1.5 feet and 3 feet from existing finished pavement surface;
- b) Material classification, expansiveness of sub-grade material, sand equivalency, and water level;
- c) A minimum of two "R-value" test taken at a three feet depth from existing finished pavement surfaces.

The Consultant shall submit three copies each of a draft and final pavement evaluation report containing the following information:

- a) Introduction/project description;
- b) Table of existing structural section at each boring location (identifying thickness and material types of pavement, base, and sub-grade);
- c) All test results;
- d) Traffic indices; the City will provide only average daily traffic volumes based on 24-hour traffic counts in both directions;
- e) Proposed structural sections:
 1. Asphalt Rubber Hot Mix (ARHM)/Asphalt Concrete Base (ACB)/Crushed Miscellaneous Base (CMB);
 2. ARHM/ACB;
 3. Any other structural section specific to the street being designed.
- f) Recommended most economical pavement section to be used for a 20-year life design;
- g) Sub-grade preparation for unsuitable, wet, and/or saturated conditions, etc.; provide depth and estimated quantity of needed over-excavation for each street segment (block) and recommendations for treatment of wet or unsuitable soils to mitigate over-excavation for incorporation in bid documents;
- h) Boring logs and maps showing dimensions of boring cores, and horizontal distances from identifiable points (BCRs, ECRs, street centerlines, curb face, etc.), to boring locations and geotechnical analysis.

The Consultant shall provide the preceding geotechnical information for all borings unless otherwise stated.

The Consultant shall be available to make clarifications and answer soil-related questions during bidding and construction.

4) Traffic Control:

The Consultant shall provide all necessary traffic control while performing field work per the latest edition of the W.A.T.C.H Manual.

5) Permits and Protection of Existing Utilities:

At least two working days before commencing field work, the Consultant shall obtain all permits, licenses and other requirements as necessary, and request utility companies to locate their underground facilities. The City will issue a no-fee encroachment permit for the boring work.

E. Parkway and Catch Basin Improvements at Royal Palm and Myrtlewood Street:

The following scope of work is to be included in the design services proposal for the catch basin project at Royal Palm Drive: Engineering design services for improvements to existing concrete sidewalk, curb & gutter, drive approach, catch basins and wheelchair ramps to current ADA, Caltrans and Costa Mesa City Standards. The project limits along Royal Palm Drive are from approximately 60 feet north of the intersection of Myrtlewood Street and Royal Palm Drive to 160 feet south of this intersection, and along Myrtlewood Street from Royal Palm Drive to 80 feet eastward.

F. Potholing of Existing Utilities:

The Consultant is requested to include a not-to-exceed amount of \$10,000, for project "A", in the fee schedule for potholing of existing underground utilities such as storm drain, traffic signal conduits, etc., as a contingency to be used only as directed in writing by the City's project manager.

G. Field Engineering:

This work shall include determining and marking limits of existing concrete removals as well as joining existing improvements. This work must be coordinated with City staff to ensure participation by the City and final quantities be adjusted accordingly. Three field walks with City staff will be scheduled to ensure detailed depiction on the plans and specifications of existing conditions and work requirements.

H. Plans:

1. The consultant shall prepare construction drawings (24"x36") containing title sheet, general notes, construction plans and details for each project. The title sheet shall contain a vicinity map and location map for the project. Scale for plans and plan size shall be consistent and must follow standard practices for the intended design.
2. The consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.
3. Identify all existing survey monuments and provide language and construction notes for their protection, or if it becomes necessary to remove, for their replacement.

4. The consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing improvements and existing structures including power poles, storm channels, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems.

I. Specifications:

Prepare complete project specifications including Special Provisions (including permits from utilities and other agencies) and proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents. A description for each bid item will be required.

J. Quantity and Cost Estimates:

Provide complete preliminary and final construction quantities and cost estimates for each one of the proposed plan development phases and a final estimate upon final submittal. These quantities shall match the proposed final quantities. In addition, quantity takeoff sheets shall be provided by the Consultant to aid the City during construction.

K. Resident Engineer's File:

Prepare one Resident Engineer's file. The file must contain a minimum of the following: preliminary and final construction quantities and cost estimates and updates, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondence, geotechnical documents, survey and ROW information, and all other related correspondence. The Consultant shall submit this file to the City in conjunction with the final submittal.

L. Project Document Submittal and Plan Information:

1. Project Initialization and General Requirements:

- a. Develop Project Schedule and Staffing Requirements.
- b. Participate in Periodic Meetings with City staff.
- c. Include clear instructions to contractors on protective measures to be followed to maintain the facility in operation.
- d. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 3:30 p.m. The City shall be made aware of work conducted outside of normal hours prior to commencement of said work. No work will be conducted outside of normal hours without City's approval.

2. Construction Documents (P, S, & E's) (70%):

Before submitting project documents for the first plan check, plans shall have plan views (existing and proposed), design cross sections, typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items on their left side, and general notes.

- a. Prepare construction plans, including landscape and irrigation restoration details and/or plans, bike detour plan, traffic control plan per W.A.T.C.H. handbook and City

- moratorium and arterial street lane closure requirements, structural calculations, specifications, and preliminary estimates (PS&E's).
- b. Submit construction documents to other agencies and utility companies for review and to obtain preliminary approvals.
- c. Submit package in printed (six sets) and electronic (CD or thumb drive) formats for review.

3. Draft Final Construction Plans (100%):

The plans for this submittal must show the limits of removal and reconstruction of existing improvements by stations; stations at intersections, BCR, ECR, all angle points, beginning and end of all curves including horizontal and vertical; all monuments and ties; tree removal and planting, irrigation and electrical system, landscaping, stamped concrete, conduits, catch basin local depressions, etc.

- a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
- b. Submit complete set of construction documents (PS&E) including all the necessary instructions and details to carry out the work in accordance with the preliminary permits and/or conditions from other agencies.
- c. Obtain construction permits from the respective utility companies and/or other agencies.
- d. Submit package in printed (six sets) and electronic (CD or thumb drive) formats for review and include the previous plan check.

4. Final Construction Plans:

- a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
- b. Submit final set of PS&E's (printed and electronic (on CD or thumb drive) formats) complete with the necessary instructions and details to carry out the work. The final set of plans shall be printed on reproducible Mylar with each sheet stamped and signed.
- c. Submit final construction permits.

5. Deliverables:

The Consultant shall provide the City with the following:

- a. Preliminary Construction Plans, structural calculations, specifications, and preliminary estimates (PS&E's) and supporting calculations (70% submittal). In addition to the printed copies submitted for this phase, all plans and reports must be submitted in their native electronic formats (e.g. AutoCAD, Microsoft Word, Microsoft Excel) and a complete PDF copy.
- b. Draft Final PS&E's and supporting calculations (100% submittal). In addition to the printed copies submitted for this phase, all plans and reports must be submitted in their native electronic formats (e.g. AutoCAD, Microsoft Word, Microsoft Excel) and a complete PDF copy.
- c. Final Construction PS&E's and supporting calculations. In addition to the printed copies submitted for this phase, all plans and reports must be submitted in their native

- electronic formats (e.g. AutoCAD, Microsoft Word, Microsoft Excel) and a complete PDF copy.
- d. Approved permits.
- e. Resident Engineer's file.

M. Bidding and Construction Phase:

Consultant will be required to prepare addenda and provide clarification of plans and specifications during bid phase. Consultant shall attend pre-construction meeting and other meetings with staff, other agencies, and the public as required. The consultant shall be available to clarify design-related issues at all times. Inspection will be performed by City staff but may need to be supplemented by consultant.

VIII. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for providing copies of all available maps, plans, reports, and records on file with the City.

IX. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSAL

Each Consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful Consultant engineer of the obligations to carry out the provisions of the contract.

X. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

XI. SUMMARY

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum Consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. It is the intent of the City to select a Consultant and award a contract. All insurance documents must be submitted and approved prior to the award of the contract.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

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

satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities

performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

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

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

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

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

hereunder for the term of this Agreement.

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

negotiations.

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

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

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

CITY OF COSTA MESA,
A municipal corporation

[Mayor or Chief Executive Officer]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

**EXHIBIT B
CONSULTANT'S PROPOSAL**

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
PROJECT SCHEDULE

EXHIBIT E
CERTIFICATES OF INSURANCE

EXHIBIT F
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

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

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS, AND EMPLOYEES ARE HEREBY ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY AS OBLIGATED UNDER CONTRACT. A WAIVER OF SUBROGATION IN FAVOR OF THIS ADDITIONAL NAMED INSURED SHALL APPLY AND INSURANCE SHALL BE AND NON-CONTRIBUTORY WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF COSTA MESA P.O. BOX 1200 COSTA MESA, CA 92628	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract you have entered into	Per contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**CITY OF COSTA MESA
UTILITY COORDINATION PROCEDURES**

December 15, 2000

I. INITIAL REQUEST

1. Consultant/Project Engineer shall submit, by certified mail, a written request (Exhibit A) to all utility companies/agencies who may potentially have facilities located within the project limits. The request shall ask for all available information on the location, depth, material, and size of all active and abandoned facilities (cable television, electric, telephone, fiber optic, gas, sewer, water, reclaimed water, etc.) within the project limits. The request letter shall provide the name and phone number of the City's and Consultant's Project Manager, as well as a copy of the project schedule.
2. Consultant/Project Engineer shall conduct a thorough search of City records and review related plans to obtain all available information on the location of utilities within the project limits.
3. Consultant/Project Engineer shall ensure a written or verbal response from all applicable utility companies/agencies. As necessary, telephone calls shall be made and reports of conversation prepared to document verbal responses from utility companies/agencies (sample form attached). A "utility file" shall be maintained at all times documenting all utility-related issues, correspondences, telephone conversation notes, etc.
4. With this information, Consultant/Project Engineer shall develop preliminary plans/base sheets showing precise location and alignment of existing improvements and utilities.

II. PRELIMINARY PLANS / BASE SHEETS

1. Two sets of prints of the preliminary plans shall be submitted by the Consultant/Project Engineer to each utility company/agency that owns facilities within the project limits (Exhibit B) requesting they verify the location of their facilities shown or to be identified on the plans. Plans need not be sent to utility companies/agencies that have indicated they do not have facilities within the project limits. If a utility company/agency did not respond to the initial request, but City records show the existence of their facilities, Consultant/Project Engineer shall send plans with supplemental request.
2. The Consultants shall oversee that each utility company/agency verify the accuracy of the information shown on the plans by field investigating the location of their own facilities (active and abandoned) to determine the precise horizontal and vertical location. All pertinent information should be recorded on the plans, and one red-lined set returned to the Consultant/Project Engineer. The second set of prints is to be held by the utility company/agency for their records. Each utility company/agency shall also indicate the location of any future facilities proposed for construction within the next five years within the project limits.
3. Consultant/Project Engineer shall ensure a written or verbal response from all applicable utility companies/agencies. As necessary, telephone calls shall be made and reports of conversation prepared to document verbal responses from utility companies/agencies.
4. The consultant shall pothole all existing City-owned underground utilities, such as irrigation, storm drain, electrical conduits, etc., as directed in writing by the City's Project Manager.

The consultant shall request all utility agencies to pothole their facilities within the project limits as required.

5. With this information, Consultant/Project Engineer shall revise plans as necessary and proceed with the design of the project making every practical attempt to avoid conflicts with all active utility facilities.
6. Consultant/Engineer shall discuss with utility companies/agencies as necessary any potential conflicts, costs, and scheduling associated with relocations before making final decisions on design methods and relocation requirements.
7. If MCWD, OCWD, CMSD, or CSDOC would prefer that the relocations be performed by the City's Contractor at the time of the project construction, the utility shall immediately notify the Consultant/Project Engineer in writing requesting this. Said letter shall also include a statement of financial acceptance for design and construction relocation work and other attributable costs such as printing and prorated portion of mobilization and traffic control.
8. Upon approval by the City of such a request, utility company/agency shall provide standard details (8 1/2" x 11") any special design plans, and specifications to the Consultant/Project Engineer for inclusion in the bid package. (A minimum of 90% prior to scheduled 100% submittal date).
9. At 90% stage, the Consultant/Project Engineer will conduct a walk of the entire project site to verify all existing above ground utilities.

III. FINAL PLANS (MINIMUM 90% COMPLETE)

1. Upon completion of the plans, Consultant/Project Engineer shall submit, by certified mail, two sets of prints of the plans approved for utility relocation to each utility company/agency who may be required to relocate their facilities. The plans shall be highlighted to show all conflicts. A cover letter shall accompany the plans indicating that the plans are "Approved for Utility Relocation" and indicating the scheduled advertising date and contract award date (Exhibit C). Plans shall be sent a minimum of two weeks before the scheduled advertising date. Plans need not be sent to utility companies/agencies who are determined not to require relocations.
2. If more than one agency will require relocation of their facility, the Consultant/Project Engineer shall coordinate with the utility companies/agencies to avoid conflict between relocations.
3. The Consultant/Engineer shall oversee that each utility company/agency promptly review the plans for conflicts, proceed immediately with the design of relocations, and notify the Consultant/Engineer in writing of their schedule for relocating their facilities one week prior to bid opening.
4. Consultant/Project Engineer shall ensure a written response from all applicable utility companies/agencies. When the company or agency has declined to send a response, then a report of conversation shall be prepared to document verbal responses from utility companies/agencies.
5. The Consultant/Engineer shall oversee that each Utility company/agency complete design and relocation work prior to the contract award date of the City's project.

6. All utility companies/agencies are required to obtain (No Fee) permits from the City of Costa Mesa, Department of Public Services, for proposed work in the public right-of-way. The City's Project Manager shall review the utility plans and/or type of work prior to the issuance of the permit.

IV. BID-SET PLANS AND SPECIFICATIONS

1. Upon advertising the project for bids, the Project Engineer shall distribute, by certified mail, bid-set plans and specifications to all affected utility companies/agencies indicating the proposed date for beginning of construction (Exhibit D).
2. Upon receiving the bids, Project Engineer shall forward bid results to the utility company whose work is incorporated in the project PS&E. Should the utility company/agency disagree with the price bid for the utility work, the utility company/agency may withdraw their request for the City's Contractor to perform the work. If the request is withdrawn, the utility company/agency shall be responsible for completing all relocations prior to construction of the City's project. Also, the utility company/agency will remain responsible for all costs incurred by the City, including costs to include the utility relocation work in the PS&E bid package.

V. CONSTRUCTION

1. Upon award of contract, City shall invoice the utility company/agency for their share of the amount bid by the Contractor for relocation/adjustment work to be performed by the City's Contractor. Utility company/agency shall submit payment to the City within thirty (30) days of receipt of the invoice.
2. **All costs incurred by the City due to delays determined to be caused by utility company's/agency's relocation of their facilities will be billed to the utility company/agency involved.**
3. Upon final accounting and acceptance of the project, City shall invoice utility company/agency for any additional costs or submit payment to the utility company/agency for any overcharges.

Notes

The typical schedule for City of Costa Mesa's projects usually results in approximately nine weeks between advertisement for bid and beginning of construction.

The City's Project Manager shall be copied on all written correspondence between utility companies and "Engineer." Records of conversations shall be written for the files for all verbal communications, telephone or otherwise, and copies submitted to the City's Project Manager.

Utility company/agency shall be requested to attend the pre-construction meeting.

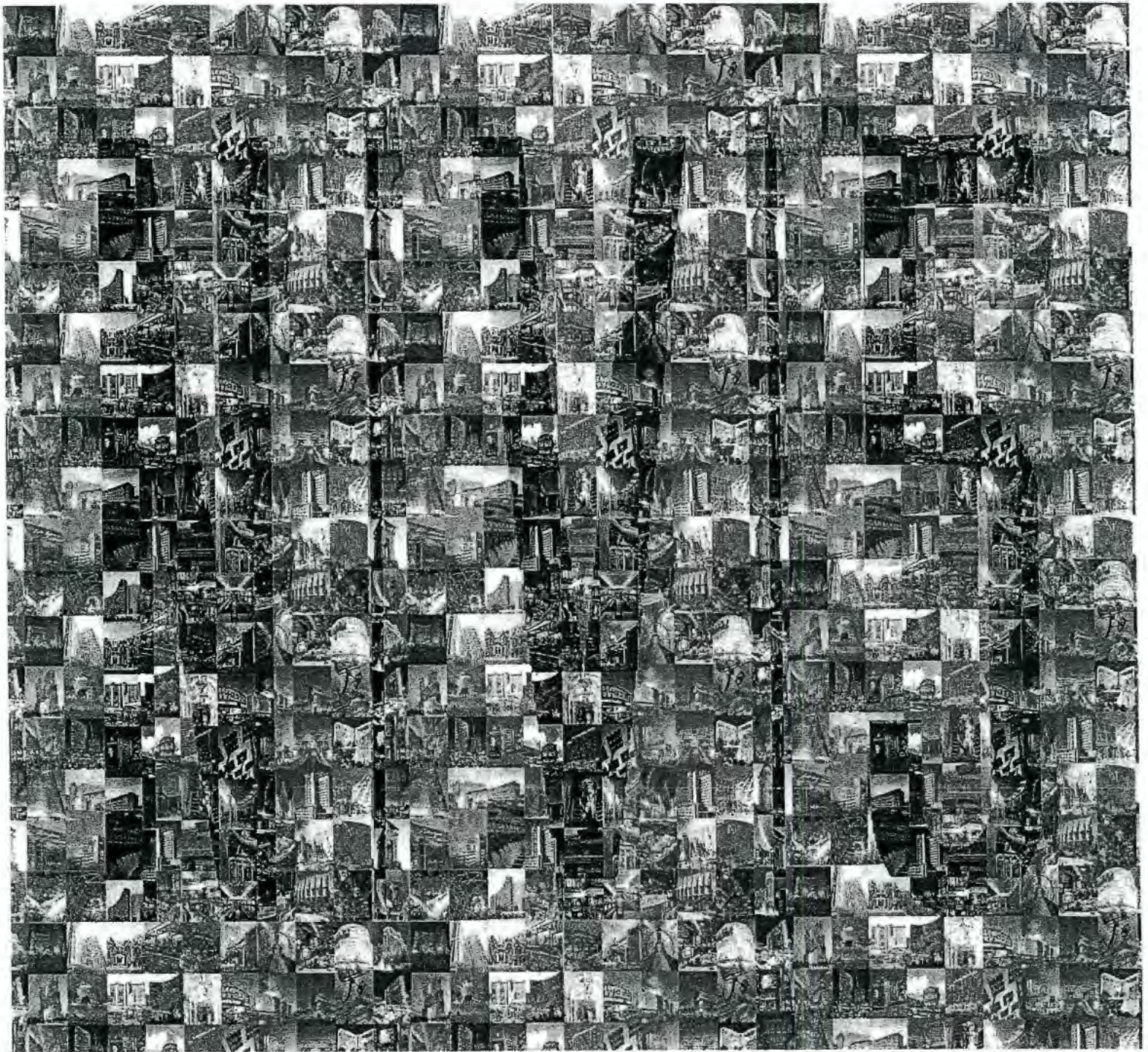
Each utility company/agency shall be responsible for submitting plans to, and receiving plans from all divisions of that utility company.

The City enforces a five year moratorium against open cut of newly-improved roadways. Open cut of newly-improved roadways is strongly discouraged. If required, permits for open cutting will include extensive pavement restoration requirements.

Attachments: Exhibit A -Initial Request for Utility Information
Exhibit B -Utility Verification on Preliminary Plans
Exhibit C- Relocation Request and Final Plans (Advertise and Award Dates)
Exhibit D- Bid set for Reference (Begin Construction Date)

(Utility Coord./Utility Coord. Procedures)

EXHIBIT B
SCOPE OF SERVICES



N | V | 5

PROPOSAL

Submitted by NV5

9890 Irvine Center Drive, Irvine, CA 92618

City of Costa Mesa

Professional Engineering Services for the Design of Various Street

Improvement Projects

February 2018

February 7, 2018

City of Costa Mesa
 Attn: Bart Mejia, P.E.
 77 Fair Drive
 Costa Mesa, CA 92628

SUBJECT: Professional Engineering Services for Various Street Improvement Projects

Dear Mr. Mejia,

At NV5 (formerly CivilSource, Inc.), we understand the various aspects of the capital improvement process, making our team of experts uniquely qualified to perform the services required for successful completion of your project. We acknowledge that the City of Costa Mesa projects are vital to the community, and we have more than 10 years of experience partnering with many cities and agencies across Southern California to provide design engineering services on projects of similar scope. We are excited to have the opportunity to provide engineering design services to the City of Costa Mesa for its Various Streets Improvements project. We have prepared this proposal to demonstrate how our team is best suited to deliver the requested services and offer the following:

Current Partnership. Our extensive experience and strong existing relationship with the City gives us the unrivaled ability to continue providing design services for your capital improvement projects. We operate with a working knowledge of your people, processes and environment, enabling us to provide the most cost- and time-efficient services. Additionally, you can forgo the pains of familiarizing your department with new staff who are unaccustomed to your requirements. Our previous and current projects with the City include: Alley Pavement Rehabilitation, East 19th Street Improvements, Harbor Boulevard Median & Landscape Improvements, Newport Boulevard Landscape Improvements, Jack Hammett Sports Complex, and City Hall Parking Lot Improvements to name a few.

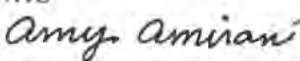
Project Team and Qualifications. NV5 offers the City a highly competent team with an unparalleled reputation and proven capability and expertise. Our staff has decades of experience providing design services to municipal agencies in and around Southern California. The range of disciplines and talent on our team enables us to access vital resources necessary for the successful completion of any public works project. Understanding both the project requirements and scope of work requested by the City, we have selected **Project Manager David Niknafs, PE**, as your team leader. Mr. Niknafs has both managed and directed similar projects throughout Southern California and has more than 30 years of civil design engineering experience with a focus in street improvements, including rehabilitation, reconstruction, intersection widening and parkway improvements.

Cost & Schedule Control: We understand and are sensitive to the budget and schedule constraints that cities often face and, in turn, are very cost and time conscious. Therefore, we are happy to provide competitive hourly rates and effective solutions that fall within the City's budget and schedule.

NV5 acknowledges Addendum No. 1 dated January 29, 2018.

We look forward to the opportunity to continue working with the City of Costa Mesa and help you achieve your goals and objectives. If you need further information, I may be reached by phone at (949) 585-0477, or electronically at amy.amirani@nv5.com. Thank you for your time and consideration.

Sincerely,
 NV5


 Amy Amirani, PE
 Principal-In-Charge / Vice President

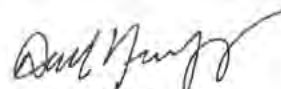

 David Niknafs, PE
 Director of Operations

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PROJECT UNDERSTANDING + APPROACH

PROJECT UNDERSTANDING

NV5 has reviewed the RFP and the related documents. In addition, we have performed a job-site walk to make ourselves completely familiarized with the project goals and requirements. This groundwork provides a comprehensive understanding of key issues anticipated for the requested professional services and will enable our team to promptly and efficiently execute the design services for the proposed projects. We have a thorough understanding of the requested professional services, project requirements, and demands. The project in general includes preparation of plans, specifications and cost estimate, construction support services for the first four projects, and other professional engineering services including On-Call General Design, Geotechnical Engineering, Surveying and Construction Support Services. The request includes the professional engineering services for the following projects and services:

1. Hamilton Street Improvements (Pomona Avenue to Harbor Boulevard)
2. Santa Avenue Improvements (22nd Street to 23rd Street)
3. Parkway Improvements for 20th Street from Tustin Avenue to Irvine Avenue
4. Parkway and Catch Basin Improvements at Royal Palm drive and Myrtlewood Street
5. Locate Monitoring Wells at Fairview Park
6. On-Call General Design, Geotechnical Engineering, Surveying and Construction Support services

SPECIFIC CONSIDERATIONS AND KEY ISSUES

Key issues to be addressed for the proposed improvements will include no less than the following:

Project Analysis and Review - Our first step will include conducting a field review of the project area and evaluation existing conditions. We will obtain and review all available plans and records. We will meet with the City representatives and define detailed project scope and objectives. We will make sure our base maps show all the existing improvements. The base maps will then be confirmed during our field walks. The main objective is to have all existing improvements accurately depicted in our base map so that all constraints are considered during our design of the projects.

Utility Investigation/Coordination - Street improvement projects can often result in impacts to existing utilities.



All utilities must be shown on the plans. Thorough utility research will be conducted to ensure an accurate and comprehensive plan disclosure and to coordinate follow-up investigative activities with those utility companies whose facilities are being impacted. Given that utility coordination is a very important aspect of any project, the NV5 team will apply a disciplined approach for managing joint activities with the utility agencies. If any utility relocation is deemed necessary, or if valves and manholes need to be raised to new grades, they will be identified at early stages of the design, and coordination with the responsible agency will be made.

Design Survey & Geotechnical Investigation - We will consult with the City regarding providing Design Survey and Geotechnical services for the first four projects. If authorized by the City, we will provide the aforementioned professional services.

Street Improvements/Parkway Improvements/Catch Basin Improvements - Our design team has conducted a preliminary field walk of the project locations to examine the existing pavement, parkways, and catch basin conditions including the items that would be impacted by the proposed improvement project. Examples of the items which are in need of attention are presented in **Exhibit 1 through 7 (on pages 11-17)**.

We will provide the City with the best and the most cost-effective improvement method to achieve the City's goal

PROJECT UNDERSTANDING + APPROACH

to improvement each project. It is our opinion that the existing pavement on Hamilton Street (Pomona Avenue to Harbor Boulevard) and Santa Avenue (22nd Street to 23rd Street) are in need of improvements. In general, there are some alligator, longitudinal and transverse cracking within the project area. Based on our experience with similar types of projects, there are several pavement rehabilitation methods which could be utilized based on the existing condition of pavement. We will consider alternatives such as Asphalt Rubber Hot Mix (ARHM)/Asphalt Concrete Base (ACB)/Crushed Miscellaneous Base (CMB), ARHM/ACB, and grind & overlay with conventional or ARHM. We will recommend the most economical pavement section to be used for a 20-year design life.

Additionally, some of the existing intersections lack ADA compliant ramps and we recommend upgrading and installing detectable warning devices (truncated domes). There are sections of curb and gutter, driveway approaches, and curb ramps which either lifted or damaged will be reviewed and discussed with the City to determine if they should be included as part of the project.

The parkways on 20th Street from Tustin Avenue to Irvine Avenue are in need of improvements. The parkways and catch basins at the intersection of Royal Palm Drive and Myrtlewood Street show signs of settlement and cracking. We will conduct a comprehensive analysis and assess the condition of the parkways and catch basins and recommend the best reconstruction alternatives.

As a sample representative, **Exhibit 8 (on page 18)** shows the deficiencies that we encountered during our preliminary field review and offers some preliminary/conceptual design concepts and solutions; however, it should be noted that a detailed design can only be achieved after conducting a comprehensive field assessment and discussing the proposed alternatives with the City representatives.

Stakeholder Coordination - Coordination with stakeholders will be critical to the project's success. We will determine early on what agencies and stakeholders will need to be included and meet with each one as required. Coordination with each City department, notification of the traveling public and adjacent property owners, school, communication with refuse collectors, the Postal Service, and emergency personnel, and coordination with all wet and dry utility providers.

Public Outreach - The general public needs to be a proactive element of the project. It is incumbent upon the designer and contractor to work with the City to inform the public and the School District of the project, of the proposed improvements, the schedule, and the phasing.



Meetings - Meetings between NV5 and City staff will be crucial during all phases of the project. An initial kick-off meeting will be held in order to establish communications, set protocols, and build the procedural framework for the project. Additional meetings will be conducted between the City staff, the engineering design team, utility companies, and other essential parties at interest, to the resolution of design and construction issues as needed.

SCOPE OF WORK

SCOPE OF WORK

The following scope of work describes and illustrates in detail the methods and processes proposed by NV5 to accomplish the objectives of the project. The scope is broken down into the tasks as follows:

TASK I - PRELIMINARY DESIGN STAGE

1. PROJECT MANAGEMENT & ADMINISTRATION

At the start of the project NV5 will have a kick-off meeting with City staff and the project team to review the project objectives, schedule, scope and approach. At this meeting, we will establish a point of contact for the project and request all available information related to the project. In addition, the NV5 Project Manager will coordinate all aspects of the project and manage the schedule and costs to ensure the project's completion to the satisfaction of the City. Review Meetings to be held at the City. It is anticipated that these meetings will include a project initiation meeting and meetings following the review of plans at the 70% and 100% submittals.

2. UTILITY INVESTIGATION & COORDINATION

We will research and establish record location of all utilities within the project limits. Utility coordination on the project will be ongoing and will generally consist of the following sub-tasks:

- Access the Underground Service Alert's website and compile a list of member agencies that own facilities within the project limits.
- Notify each utility surveyor, in writing, of the City's proposed plans and schedule and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary.
- Obtain existing dry and wet utility plans/records within the project limits. This also includes the coordination of the adjustment of any utilities per City or other agency standards.
- Coordinate all utilities and obtain approval in writing from affected utility companies regarding conflicts, relocations and improvements.
- Prepare a Utility Notification Log to track utility company contacts and responses including contact information and dates of all outgoing and incoming correspondence.

We will comply with the City of Costa Mesa Utility Coordination Procedures.

3. RESEARCH AND DATA COLLECTION

We will research all information pertinent to the



project such as the available records, street improvement plans, storm drain, water and sewer plans. We will review all previous studies, reports and plans. We will make sure our base maps show curb and gutter, parkways, access ramps, catch basins, manholes, etc. The base maps will then be confirmed during our field walks. The main objective is to have all existing improvements accurately depicted in our base maps so that all constraints are considered during the design of the project.

4. FIELD REVIEW

A minimum of one field walk will be scheduled at the project location to ensure a detailed depiction of existing conditions and work requirements on the plans and specifications. We believe that clear and concise plans and specifications are created from a total understanding of the existing conditions, properties and environment of the project. Consequently, we will conduct site visits as required to ensure a proper design.

5. DESIGN SURVEY (Additive Item)

We will provide survey services for the first four projects as an additive item for the City's consideration. If the City directs us to provide the Design Survey services, we will provide surveying tasks that meet the project goal, including but not limited to the following:

Record information will be acquired to perform a topographic survey for design purposes. We will research the records of the County Surveyor's Office and the City to establish horizontal and vertical control. The surveyor will perform a topographic

SCOPE OF WORK

survey and prepare a base map. The base map will identify all existing improvements, street centerline, curb, gutter, sidewalk, parkways, ramps, catch basins, manholes, and other appurtenant improvements within the project limits.

Cross-section at 50 feet intervals will be provide to show the elevations of top of curb, gutter, flow line, center line, lane lines, all angle points, beginning delta, and end of curb returns. Cross section will extend to hundred feet on cross street from beginning and end of curb returns. Survey will extend twenty five feet beyond the right-of-way.

6. GEOTECHNICAL INVESTIGATION AND REPORT (Additive Item)

We will provide Geotechnical Investigation services for the first four projects as an additive item for the City's consideration. If the City directs us to provide the Geotechnical Investigation services, we will provide the tasks that meet the project goal, including but not limited to the following:

We will perform a geotechnical reconnaissance for the first four projects. We will take soil borings at strategic locations (total of 10 core samples) to observe the existing pavement thickness and soil conditions beneath the project site and to facilitate collection of sub-grade soil samples for lab testing. Existing moisture content at a depth of 1.5 feet to 3 feet from the existing finished pavement surface. A minimum of two R value test will be taken. The results of our field and laboratory testing will be provided in a report including the following:

- Thickness of pavement
- Site soil characterization
- R-Value of subgrade soils
- Pavement section recommendations
- Several pavement rehabilitation methods will be considered based on the existing condition of pavement.

We will consider alternatives such as Asphalt Rubber Hot Mix (ARHM)/Asphalt Concrete Base (ACB)/Crushed Miscellaneous Base (CMB), ARHM/ACB, and grind & overlay with conventional or ARHM. We will recommend the most economical pavement section to be used for a 20-year design life.

We will submit three copies of the draft and final pavement report with all supporting documents.

7. POTHOLING OF EXISTING UTILITIES

This item is included as a not-to-exceed amount of \$10,000 and the City may include as part of the scope of work. The purpose of potholing will be to identify the utility depth, size, location, and other pertinent information as needed. C Below will perform the following tasks:

- Lay out job location with white paint or stakes, and notify US Dig Alert.
- Apply for appropriate permits.
- Set up traffic control per Engineered Plans, MUTCD/WATCH latest edition.
- Stage vacuum excavation equipment.
- Crew will open a 12-inch x 12-inch opening in existing surface paving, break up soil with an air lance while vacuuming soil into a trailer mounted hopper.
- Upon exposing the utility/substructure, crew will obtain elevation from existing surface to utility. Recording substructure type, material, size, depth, soil type, water table, and three dimensional location. Other useful information gathered is pavement and road base thickness.
- Backfill pothole with native material using 6" lifts to acquire compaction requirements.
- Resurface with a temporary cold mix asphalt repair, and returning to permanently repair surface cut if required.
- Provide a PDF report with the information obtained during the locating process at the end of the project. Including utility depth, size, location, and other pertinent information will be included.



SCOPE OF WORK

8. PRELIMINARY IMPROVEMENT PLANS

We will walk the project limits to visually assess the existing condition and identify the specific improvements which are potentially impacted by the proposed improvements. Our design team will review the existing as-built plans, geotechnical report and introduce the types of construction methods available that will minimize roadway disturbance and costs. Through discussion with the City will select the best alternative for the pavement improvements. We will accurately identify the areas that need to be removed and reconstructed. We will also identify any existing improvements that may be affected by the proposed improvements so that we can protect them in-place as feasible.

We will utilize the survey information to evaluate all ramps for upgrades to bring into compliance with current ADA standards.

We will prepare plans and details for locations where ramps will be modified or reconstructed. We will perform a condition assessment of damaged curbs, gutters and sidewalks that may require replacement due to cracking, vertical or horizontal separation that could impede drainage.

Utilizing the above data, we will prepare base plans. These base plans (scale 1"= 40'), will then be used to prepare a preliminary design, including improvements within the project limits. These will be submitted to the City staff for review and consideration. All plans/reports/documents will be submitted in the format as specified in the RFP.

We will submit Construction plans will include the following:

Construction plans will include the following:

- Title Sheet and Location Map
- Design Cross Sections, Typical Sections, and Details
- Improvement Plans and Construction Notes
- Striping Plans
- Traffic Control Plan per W.A.T.C.H handbook

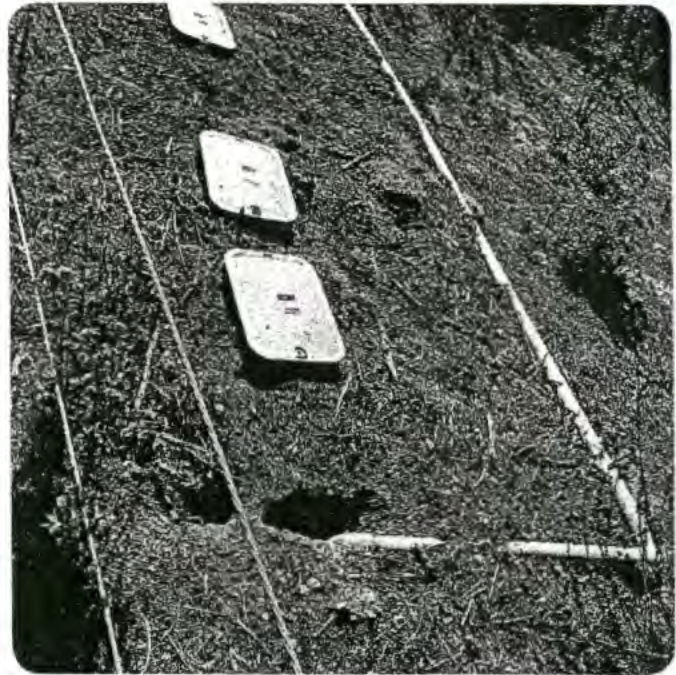
9. SPECIFICATIONS

We will prepare complete project specifications, including Special Provisions per City's format and direction. Copies of the Standard General Provisions and Construction Contract Agreement will be supplied by the City to incorporate into the construction documents.

We will submit the Specifications at 70% and 100% completion, and final Specifications with the final submittal.

10. QUANTITY CALCULATIONS, AND COST ESTIMATES

We will prepare complete construction quantity



and cost estimates for the project. We will submit quantities and cost estimates at 70% and 100% completion, and final quantities and cost estimates with the final submittal.

TASK II – FINAL DESIGN STAGE

1. FINAL IMPROVEMENT PLANS

Upon City review of the plans, specifications, and cost estimates (PS&E) at 70% and 100% completion level, we will proceed with the preparation of final PS&E. All plans will be submitted in the format as specified in the RFP. We will submit six sets in printed and electronic (CD or thumb drive) formats for review including a copy of the previous plan check. The plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. NV5 will deliver completed and approved construction drawings on or ahead of approved schedules. All designs will be prepared and submitted in a manner that ensures a complete design approved by the City. Where applicable, the construction drawings will conform to the appropriate applicable standards such as City, County, State standard plans and specifications APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Traffic Uniform Control Devices.

We will provide final construction plans plotted on reproducible mylars. We submit the final set of PS&E printed and electronic (on CD or thumb drive) formats.

SCOPE OF WORK

Electronic formats will include (AutoCAD, Microsoft Word, & Microsoft Excel) and complete PDF copy.

2. RESIDENT ENGINEER'S FILE

We will prepare a Resident's Engineer's file. The file will include preliminary and final quantities and cost estimates, calculation documents, filed work notes, utility correspondence, geotechnical documents, survey information, meeting minutes, and other correspondence associated with the projects).

We will submit the Resident's Engineer's file in conjunction with the final PS&E submittal.

TASK III - BIDDING & CONSTRUCTION PHASE SUPPORT SERVICES

Once the plans are approved and advertised, we will assist City staff during bid advertisement and construction.

We will respond to bidder questions and preparing addenda if needed. We will be available to attend the pre-construction meeting and will provide responses to requests for information and review contractor submittals. We provide field visits during construction if necessary.

LOCATE MONITORING WELLS AT FAIRVIEW PARK

We will perform the following professional services for this project:

1. Conduct a field review of the wetlands area of Fairview Park.
2. Utilizing the information provided by the City and the information gathered in the field, we locate the four (4) monitoring wells at the Fairview Park.
3. We will remove and dispose of surrounding vegetation under the supervision of the City's contracted biologist. The City will provide biologist contact information and pay for their services. We will provide the services for removal and disposal of vegetation. We understand that the well covers may be partially buried and may require hand-digging.
4. Subsequent to locating the monitoring wells and removing the vegetation, we will install flexible utility marker (60") at each monitoring well site.

ON-CALL GENERAL DESIGN, GEOTECHNICAL ENGINEERING, SURVEYING AND CONSTRUCTION SUPPORT SERVICES

We understand the various aspects of the capital improvement process, making our team of experts uniquely qualified to perform the services required for On-Call General Design, Geotechnical Engineering, Surveying, and Construction Support Services. NV5 offers the City a

highly competent team with an unparalleled reputation and proven capability and expertise. Our professional team has decades of experience providing the aforementioned services to municipal agencies in and around Southern California.



SCOPE OF WORK

PROJECT MANAGEMENT

QUALITY ASSURANCE/QUALITY CONTROL

For every design project, NV5 uses a time-tested and proven project quality manual, which describes the project quality process to be followed during the development of the design documents and other project deliverables. In general, we undergo the following quality reviews:

- **Project Concept Review:** Reviews basic concepts for feasibility and conformance to project criteria and evaluates engineering decisions based on cost, constructability and risk management.
- **Discipline Review:** Verifies the work for each of the technical disciplines, including subconsultants.
- **Graphics/CAD Standards Review:** Verifies that drawings meet graphic and CAD standards for each project, taking into consideration: color; weight; level style; and level.
- **Project Manager Review:** Confirms that project deliverables conform to the scope of work and that documents supplied by others (i.e., client, subconsultants, etc.) are properly incorporated.
- **In-House Constructability Review:** In-house construction managers and inspectors review the plans to ensure feasibility of construction and coordination of drawings.
- **Client Comment Review:** Assures that client comments have been addressed.
- **Coordination Review Meeting:** Coordinate all work of the disciplines.
- **QA/QC Review:** Independent review to verify the accuracy, completeness and coordination of drawings, specifications and cost estimates for all design disciplines.

WORK BREAKDOWN STRUCTURE

Upon issuance of a notice to proceed, our project manager will meet with team members to review the requirements, prepare a Work Breakdown Structure and make team assignments for maximum efficiency of resources. The detailed WBS will describe all of the work tasks necessary to complete the project. A master project schedule will be prepared following the WBS to show the relationship between tasks, the expected start date and duration for each item. This schedule will serve as a guide to conducting and monitoring the progress of the work and to ensure projects are completed on time and within budget. To ensure accurate monitoring and tracking of documents, revisions and progress, a document tracking and control system will be developed. NV5 will meet with

City project representatives regularly and maintain constant communication to ensure successful and timely delivery of the project. Meeting minutes will be distributed within one week of the meeting identifying actions, items, assignments and due dates.

COST CONTROL

We are able to continually review and evaluate a project's cost through all project phases to enable informed and timely decision-making by our clients and the entire project team. Cost control techniques include: program budget analysis; value engineering; life-cycle cost analysis; and quantity-based estimating. We rely on an open-book, inclusive process that demonstrates the costs and benefits of varying design options. This budget confirmation process starts in the earliest stages of the project, when design and engineering alternatives have the greatest potential impact on costs. Our design teams analyze client goals, technical requirements, alternative building concepts, construction costs and long-term operational costs to define the optimum scope within the budget, ensuring long-term flexibility and value.

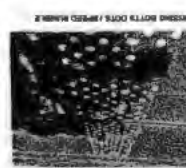
SCHEDULE CONTROL

The key to effective schedule control is to measure actual progress and compare it to planned progress on a regular basis and to take necessary corrective action immediately. We propose to supplement each major task as identified in the master project schedule with a supplemental schedule to keep careful track of where each individual component stands. We identify problems that may result from delays and readily provide the opportunity to modify the schedule, as required. This process ensures the completion of your projects on schedule.

CITY OF COSTA MESA
 HAMILTON STREET IMPROVEMENTS
 FORMS AVAILABLE TO MAPLE AVENUE
 EXHIBIT 1 - EXISTING CONDITIONS



INVIS
 1800 SHAW CENTER DRIVE
 SUITE 200
 COSTA MESA, CA 92626
 TEL: 949.261.0000
 WWW.INVIS.COM



SEE EXHIBIT 2



EXISTING UTILITY POLES AND POWER LINES WITHIN SUBURBAN AREA

EXISTING UTILITY POLES AND POWER LINES WITHIN URBAN AREA

EXISTING UTILITY POLES AND POWER LINES WITHIN URBAN AREA

EXHIBIT 2

DAMAGED SIDEWALK

EXISTING PATCH OF OLD PAVEMENT

DAMAGED SIDEWALK / AND DRIVEWAY

EXISTING UTILITY TRENCHING ALONG PAVEMENT

EXISTING CATCH BASIN

HAMILTON STREET

SEE EXHIBIT 1

SEE EXHIBIT 3

NTS

<p>N V 5</p> <p>2000 SHAWNEE CENTER DRIVE SPRING CA 92706 TEL: (949) 940-9477 FAX: (949) 940-9422 WWW.NV5.COM</p>		<p>CITY OF COSTA MESA</p>
		<p>HAMILTON STREET IMPROVEMENTS</p> <p>WAYNE PLACE TO MARLA AVENUE</p> <p>EXHIBIT 2 (EXISTING CONDITIONS)</p>

EXHIBIT 3

DAMAGED SIDEWALK

EXISTING CATCH BASIN

DAMAGED DRIVEWAY

MISSING PUG SIDEWALK

DETERIORATED PAVEMENT / ALL-DAY CRACKING

SEE EXHIBIT 2

HAMILTON STREET

NTS

EXISTING CATCH BASIN


DAMAGED PAVED

EXISTING CATCH BASIN


UTILITY TRENCHING ALONG PAVEMENT

<p>NIV 5</p> <p>5860 STONE CENTER DRIVE IRVINE, CA 92618 TEL: (949) 958-6277 FAX: (949) 958-6221 WWW.NIV5.COM</p>		<p>CITY OF COSTA MESA</p>
		<p>HAMILTON STREET IMPROVEMENTS</p>
		<p>MAPLE AVENUE TO HARBOR BLVD SHEET 3 (EXISTING CONDITIONS)</p>


EXHIBIT 4




SANTA ANA AVENUE




DETERIORATED PAVEMENT




CURB RAMP NOT ADA COMPLIANT / MISSING TRUNCATED DOWNS



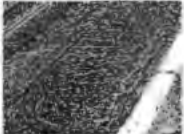
EXISTING BIKE LANE




CURB RAMP NOT ADA COMPLIANT / MISSING TRUNCATED DOWNS




DETERIORATED PAVEMENT / LONGITUDINAL AND ALLIGATOR CRACKING




DETERIORATED PAVEMENT / LONGITUDINAL AND ALLIGATOR CRACKING



CURB RAMP NOT ADA COMPLIANT / MISSING TRUNCATED DOWNS




UTILITY TRENCHES ALONG PAVEMENT



SEE EXHIBIT 5

NV5

5800 BAYVIEW CENTER DRIVE
IRVINE, CA 92618
TEL: (949) 261-9017
FAX: (949) 261-0433
WWW.NV5.COM



CITY OF COSTA MESA

SANTA ANA AVENUE IMPROVEMENTS

END STREET TO CECIL PLACE

EXHIBIT 4 (REVISED 03/2019)

EXHIBIT 5



EXISTING POLE BASES ALONG WITHIN SIDEWALK AREA



DETERIORATED PAVEMENT ALONGSIDE DRIVEWAYS



EXISTING LANDSCAPING ALONG SIDEWALK



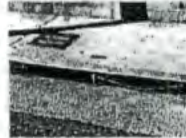
SEE EXHIBIT 4



EXISTING PALM TREE WITHIN PARKING AREA




EXISTING POWER POLE AND BASE WITHIN PARKING AREA



EXISTING CRACKS, SLOTTING / DAMAGED CURB

NIV 5
 8880 IRVINE CENTER DRIVE
 IRVINE, CA 92618
 TEL: (949) 461-0477
 FAX: (949) 261-5423
 WWW.NIV.COM



CITY OF COSTA MESA
 SANTA ANA AVENUE IMPROVEMENTS
 CIVIL, PLUMB & ELEC. DIVISION
 EXHIBIT 5 (EXISTING CONDITIONS)

EXHIBIT 6



EXISTING WOODBRIDGE WALK WITH PAVEMENT



EXISTING BRICK PAVEMENT WITH PAVEMENT



EXISTING GRAVEL AND LANDSCAPING WITH PAVEMENT



EXISTING PALM TREES WITH PAVEMENT



EXISTING BRICK PAVEMENT AND GRASS WITH PAVEMENT



EXISTING WALK WITH WOOD BRICKS



EXISTING SIDEWALK



EXISTING WALK WITH WOOD BRICKS



EXISTING WALK WITH WOOD BRICKS / AT NEARBY WALKS IN OUTSIDE



EXISTING WALK WITH WOOD BRICKS

	4000 AVENUE CENTER DRIVE COSTA MESA, CA 92626 TEL: (949) 261-1000 FAX: (949) 261-1001 WWW.NIV5.COM		CITY OF COSTA MESA
			E 20TH STREET IMPROVEMENTS TAYLOR AVENUE TO JENSEN AVENUE EXHIBIT 6 (SCHEMATIC CONDITIONS)

EXHIBIT 7



EXISTING CATCH BASIN



EXISTING CATCH BASIN / EDGE CRACKING AND SETTLEMENT



EXISTING CATCH BASIN / CRACKS ALONG CURB



EXISTING CATCH BASIN



EXISTING DAMAGED CATCH BASIN / DAMAGED PROTECTION BAR



EXISTING GRASS AND UTILITY BOX WITHIN PARKWAY



EXISTING CATCH BASIN



EXISTING CATCH BASIN / CRACKED TOP AND EDGE



EXISTING GRASS WITHIN PARKWAY

NV5

880 SPINE CENTER DRIVE
IRVINE, CA 92618
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CITY OF COSTA MESA

PARKWAY AND CATCH BASIN IMPROVEMENTS

ROYAL PALM TO WYTLERWOOD STREET

EXHIBIT 7 (EXISTING CONDITIONS)

EXHIBIT 8



CONCEPTUAL PLAN PROPOSED IMPROVEMENTS

- ① COLD MILL AND CONSTRUCT 2" ARHM ⁽¹⁾
- ② SAWCUT AND REMOVE EXISTING AND CONSTRUCT CONCRETE DRIVEWAY APPROACH PER SPPWC STD PLAN NO 110-2
- ③ SAWCUT AND REMOVE EXISTING AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO 111-5
- ④ INSTALL STRIPING AND MARKING PER DETAIL SHOWN ON STRIPING PLAN SHEET X

(1) EXACT PAVEMENT REHABILITATION METHOD AND PAVEMENT SECTION WILL BE DETERMINED SUBSEQUENT TO REVIEWING AIR-BIAL T PLANS, CONDUCTING FIELD REVIEW, CONDUCTING PAVEMENT INVESTIGATION AND DISCUSSION WITH THE CITY.

DISPOSITION NOTES:

M MATCH/JOIN EXISTING

THIS IS ONLY A CONCEPTUAL PLAN BASED ON CLR INITIAL VISUAL OBSERVATION. SUBSEQUENT TO CONDUCTING TOPOGRAPHIC SURVEY, COMPREHENSIVE FIELD EVALUATION, AND CONDUCTING PAVEMENT INVESTIGATION A COMPLETE SET OF PLANS WITH DETAILS WILL BE PREPARED FOR SANTA ANA AVENUE IMPROVEMENTS PROJECT WHICH WILL CLEARLY IDENTIFY THE PROPOSED IMPROVEMENTS AND THE LIMITS.

NV5
 1000 IRVINE CENTER DRIVE
 IRVINE, CA 92618
 TEL. (949) 261-0477
 FAX. (949) 261-0482
 WWW.NV5.COM



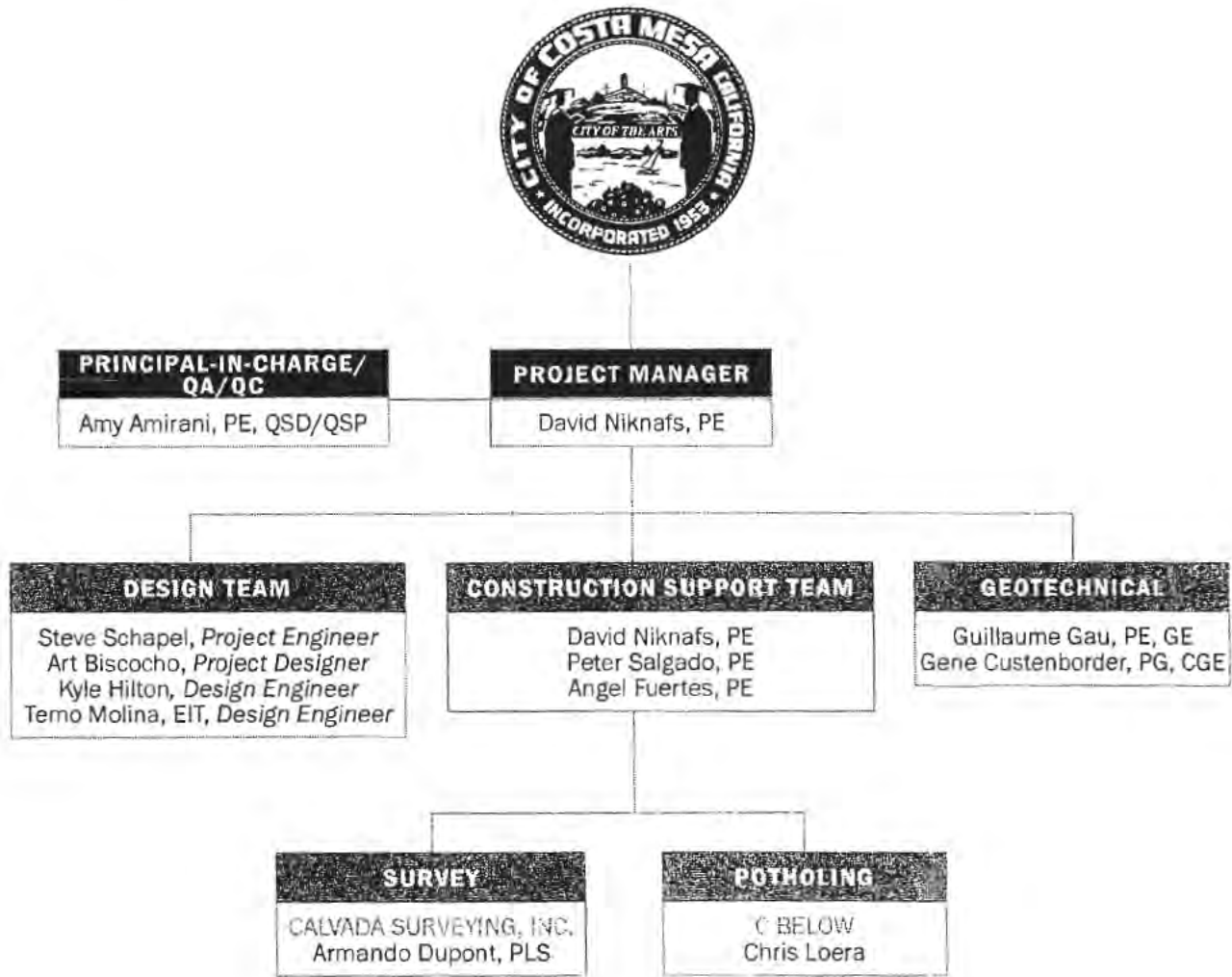
CITY OF COSTA MESA

SANTA ANA AVENUE IMPROVEMENTS
 23RD STREET TO 23RD STREET
 EXHIBIT 8 (PROPOSED CONDITION)

PROJECT TEAM

ORGANIZATION CHART

For this project, NV5 has assembled a team of experts that has direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested engineering services. Shown below are team roles and responsibilities.



SUBCONSULTANT

RESUMES

CONTACT INFO
amy.amirani@nv5.com
949.585.0477

EXPERIENCE

37 years

EDUCATION

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)
No. 34283

Qualified SWPPP
Developer

Qualified SWPPP
Practitioner

AFFILIATIONS

American Public Works
Association

League of California Cities

AMY AMIRANI, PE, QSD/QSP Principal-In-Charge/QA/QC

Ms. Amirani has more than 37 years of civil engineering experience in both the private and public sectors. As a former Public Works Director for the cities of Hermosa Beach and San Juan Capistrano, her expertise in public works projects includes general infrastructure, water, wastewater, and storm drain systems. Her experience, combined with an in-depth knowledge of municipal regulations and procedures, has resulted in the successful completion of many capital improvement projects for clients throughout the region.

Project Experience

Pacific Coast Highway Arterial Improvements

CITY OF REDONDO BEACH | REDONDO BEACH, CA

Project Director. Ms. Amirani is responsible for overseeing senior project management on the comprehensive traffic analysis and preparation of preliminary design recommendations to reduce congestion and increase safety on Pacific Coast Highway. CivilSource will prepare final plans, specifications and cost estimates for the intersection widening for a right-turn-only lane on southbound Pacific Coast Highway and Torrance Boulevard.

Jamboree Road/Intersection Widening

CITY OF IRVINE | IRVINE, CA

Project Director. Ms. Amirani is responsible for overseeing senior project management on program management services for the widening of Jamboree Road from Main Street to Barranca Parkway. The project will widen Jamboree Road from four to five through lanes in each direction. Intersection improvements at Jamboree/Main and Jamboree/Barranca are currently in the design and right of way phases and shall be constructed along with the widening.

Harbor Boulevard Median Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Project Director. Ms. Amirani is responsible for overseeing senior project management on professional engineering and environmental services for the design of improvements on Harbor Boulevard. The City was awarded Federal Highway Safety Improvement Program funds to install medians, landscaping, and associated improvements to improve pedestrian and traffic safety.

East 19th Street Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Project Director. Ms. Amirani was responsible for overseeing senior project management in the development of plans, specifications and cost estimates for the Safe Route to Schools project.

Cerritos Avenue Intersection Widening

CITY OF CYPRESS | CYPRESS, CA

Project Director. Ms. Amirani was responsible for overseeing senior project management in the development of plans, specifications and cost estimates. The improvements included: removal and replacement of curb, gutter, sidewalk, curb ramps and driveways; relocation of traffic signals, power poles, light poles, fire hydrants and utility boxes; and asphalt paving, traffic striping, retaining wall construction.



RESUMES

CONTACT INFO

david.niknafs@NV5.com
949.585.0477

EXPERIENCE

30 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)

No. 42697

DAVID NIKNAFS, PE

Project Manager

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project manager and senior engineer. He has managed numerous public works and development projects including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

Project Experience

Harbor Boulevard Median and Landscape Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs managed the preparation of plans, specifications, and cost estimates for the design of improvements on Harbor Boulevard, including street and median landscaping improvements. The City was awarded Federal Highway Safety Improvement Program funds to install medians, landscaping, and associated improvements to improve pedestrian and traffic safety. A traffic analysis was conducted to establish median openings and turn pocket lane lengths. Our team coordinated with stakeholders including the residents and business owners, and public outreach community meetings were scheduled so the conceptual plans could be presented to the community.

East 19th Street Design Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs was responsible for the design of this roadway, median and parkway landscaping improvements project. The project included the removal of reconstruction of pavement; and reconstruction of curb, gutter, cross gutter, sidewalk, wheelchair ramp and driveway. His responsibilities included managing the preparation of the plans, specifications and cost estimates; and assisting the City with the preparation of PES and E-76 certification, as well as with the submittal and processing through Caltrans.

Wilmington Avenue Pedestrian and Bicycle Improvements

CITY OF COMPTON | COMPTON, CA

Project Manager. Mr. Niknafs was responsible for providing professional design engineering services including plans, specifications, cost estimates and related bid documents for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project. The project included pavement rehabilitation on Wilmington Avenue from El Segundo Boulevard to Rosecrans Avenue. Scope of work consisted of various pedestrian and bicycle improvements; the installation of wider and colored crosswalks; countdown pedestrian signals; enhanced pedestrian lighting; the installation of Class II bike lanes with wayfinding signage and Class I bike paths; and the installation of four solar-powered speed feedback signs for speed control and attainment.

FY 2017-18 Annual Street Rehabilitation

CITY OF VILLA PARK VILLA PARK, CA

Project Manager. Mr. Niknafs is responsible for providing plans, specifications, and estimates for the annual rehabilitation project. The improvements may include the removal and replacement of deteriorated sections of the streets by repaving or slurry



RESUMES

seal the streets; construction of curb and gutter or AC burm at certain locations of these streets; and the replacement of curb and gutters as needed to provide adequate drainage.

Colonial Avenue Alley Pavement Project

CITY OF CULVER CITY | CULVER CITY, CA

Project Manager. Mr. Niknafs is responsible for providing professional design services for the Colonial Avenue Alleyway. As part of the Community Development Block Grant (CDBG) program, the Colonial Avenue Alleyway Paving project includes the paving of approximately 800 LF by 20 feet wide of the alleyway. The scope of work also involves field review, topographic survey, design plans, bid schedule and technical specifications, quantity and cost estimates.

"H" Street Widening Project

CITY OF SAN BERNARDINO | SAN BERNARDINO, CA

Project Manager. Mr. Niknafs is responsible for providing professional design engineering services including plans, specifications, cost estimates and related bid documents for the widening of "H" Street from Kendall Drive to 40th Street. The project will increase H Street from two lanes to four lanes and upgrade the existing traffic signals at 40th Street and Kendall Drive. The plans will include roadway, drainage, sewer, signing and striping, street lighting, modification to traffic signals, and demolition plans. We are coordinating with utility companies, identifying existing right-of-way, conducting pavement investigation and preparing a report, and preparing all required environmental studies and documents for clearance under CEQA. The street improvements will include ADA-compliant curb ramps.

Pacific Coast Highway Arterial Improvements

CITY OF REDONDO BEACH | REDONDO BEACH, CA

Project Manager. Mr. Niknafs is managing a comprehensive traffic analysis and the preparation of preliminary design recommendations to reduce congestion and increase safety on Pacific Coast Highway. Our team is preparing final plans, specifications and cost estimates for the intersection widening for a right-turn-only lane on southbound Pacific Coast Highway and Torrance Boulevard. We will also provide design and support services during bidding and construction phases.

Jamboree Road and Intersection Widening

CITY OF IRVINE | IRVINE, CA

Project Manager/Contract Manager. Mr. Niknafs is responsible for providing program and contract management services for the widening of Jamboree Road from Main Street to Barranca Parkway. The project will widen Jamboree Road from four to five through lanes in each direction. Intersection improvements at Jamboree/Main and Jamboree/Barranca are currently in the design and right of way phases and shall be constructed along with the widening. Mr. Niknafs is also responsible for preparing agreements and monitoring invoices and payments required for all phases of work.

177th Street Improvements

CITY OF TORRANCE | TORRANCE, CA

Project Manager. Mr. Niknafs was responsible for providing the plans, specifications, and estimates for the rehabilitation of 177th Street, from Prairie Avenue to Hawthorne Boulevard. Improvements include pavement rehabilitation, construction of missing and/or damaged concrete curb, gutter, sidewalks, ADA ramps, and cross-gutters; and removal and replacement of trees, and sewer and manhole repairs.

Citywide Street Rehabilitation (2013-2015)

CITY OF POMONA | POMONA, CA

Project Manager. Mr. Niknafs was responsible for providing plans, specifications, and estimates for the design of pavement rehabilitation, street improvements, bikeway improvements, pedestrian/ADA improvements, and landscape/Green Street and irrigation improvements on several City streets identified in the 2014 Pomona Active Transportation Plan (ATP) to increase pedestrian safety and mobility. Bikeway infrastructure improvements included the associated bike facility striping, signing, crossing improvements and signal modifications for bike detection. In addition the project involves the landscaping and irrigation improvements associated with the City Corridor Specific Plan (CSP). Portions of this project were funded by Cycle 1 of the Active Transportation Program (ATP).

RESUMES

CONTACT INFO

steve.schapel@nv5.com
949.585.0477

EXPERIENCE

25 years

EDUCATION

Engineering courses

STEVE SCHAPPEL

Project Engineer

Steve Schapel has more than 25 years of civil engineering experience in Southern California. He is an experienced manager who has been responsible for the successful completion of environmentally and politically sensitive design improvement projects. His experience includes serving as the project manager and project engineer responsible for preparing project studies and recommendations, plans and specifications, and support during construction.

Project Experience

Baker Street Rehabilitation

CITY OF COSTA MESA | COSTA MESA, CA

Project Designer. Mr. Schapel was responsible for preparation of plans, specifications and estimates for the Baker Street Rehabilitation from Badds Street to Bear Street. The project consisted of approximately 1400 LF of pavement rehabilitation, reconstruction of damaged curb and gutter, sidewalk, and driveway, construction of ADA compliant curb ramps, and all appurtenant work.

Central Avenue Street Reconstruction

CITY OF CHINO | CHINO, CA

Project Designer. Mr. Schapel was responsible for preparation of plans, specifications and estimates for 1800 LF of pavement reconstruction. Improvements included total pavement reconstruction, redesign of existing cross sections as needed to improve drainage and driveability, and repair of damaged sections of the asphalt.

Alley Pavement Rehabilitation Projects

CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Schapel was responsible for overseeing the preparation of plans, specifications and estimates for the total reconstruction or pavement rehabilitation of 11 alleys. Work included soil testing; structural section design; field surveying; replacement of alley entrance, damaged curb and gutters, cross gutters and spandrels, sidewalks, driveway and approaches, turf and irrigation; wheel chair ramp (WCR) designs meeting ADA requirements; planting and trimming trees; determining right-of-way; and providing traffic control and striping plans.

Temescal Canyon Road Rehabilitation

COUNTY OF RIVERSIDE | RIVERSIDE, CA

Project Designer. Mr. Schapel was responsible for preparation of plans, specifications and estimates for 2,000 LF of pavement rehabilitation. Improvements included grind and asphalt overlay, redesign of existing cross sections as needed to improve drainage and driveability, repair of damaged sections of the asphalt, and reconstruction of concrete improvements (sidewalk, curb and gutter).

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RESUMES

CONTACT INFO
art.biscocho@nv5.com
949.585.0477

EXPERIENCE
30 years

EDUCATION
B.S. Civil Engineering

ART BISCOCHO Project Designer

Mr. Biscocho has more than 30 years of experience as a Project Designer. He has a demonstrated ability to manage multiple projects from planning to construction close-out. He has a wealth of knowledge of the overall operational experience working with municipal agencies and his qualifications include the ability to review and prepare construction plans, specifications, and cost estimates; provide engineering counter assistance; process permits; and establish, maintain and foster positive working relationships with agency staff.

Project Experience

Harbor Boulevard Median and Landscape Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Project Designer. Mr. Biscocho was involved in the preparation of plans, specifications, and cost estimates for the design of improvements on Harbor Boulevard, including street and median landscaping improvements. The City was awarded Federal Highway Safety Improvement Program funds to install medians, landscaping, and associated improvements to improve pedestrian and traffic safety. A traffic analysis was conducted to establish median openings and turn pocket lane lengths.

Citywide Street Rehabilitation (2013-2015)

CITY OF POMONA | POMONA, CA

Project Designer. Mr. Biscocho was involved in providing plans, specifications, and estimates for the design of pavement rehabilitation, street improvements, bikeway improvements, pedestrian/ADA improvements, and landscape/Green Street and irrigation improvements on several City streets identified in the 2014 Pomona Active Transportation Plan (ATP) to increase pedestrian safety and mobility. Bikeway infrastructure improvements included the associated bike facility striping, signing, crossing improvements and signal modifications for bike detection. In addition the project involves the landscaping and irrigation improvements associated with the City Corridor Specific Plan (CSP). Portions of this project were funded by Cycle 1 of the Active Transportation Program (ATP).

North La Brea Avenue Improvements

CITY OF INGLEWOOD | INGLEWOOD, CA

Project Designer. Mr. Biscocho is currently preparing plans, specifications and estimates for improvements on north La Brea Avenue. The project includes: repair damaged sidewalks, curbs and gutters, cross-gutters, alley gutters and driveway approaches; assess if curb ramps are ADA compliant; relocate water meter and other utility boxes away from reconstructed driveways into street parkways; landscape and root pruning; install pavement markers and striping to current standards; reconstruct or remove bus stop pads and channelization islands.

Pacific Coast Highway at Palos Verdes Boulevard

CITY OF REDONDO BEACH | REDONDO BEACH, CA

Project Designer. Mr. Biscocho is currently preparing plans, specifications and estimates for the Pacific Coast Highway (PCH) and Palos Verdes Boulevard Intersection Improvements. The proposed improvements consist of the installation of a right turn lane along Palos Verdes Boulevard at the northeast corner with PCH. The existing sidewalk will be reduced, the street widened, and a right turn lane installed. Consideration for bicycle improvements is also necessary.



CONTACT INFO

kyle.hilton@nv5.com
949.585.0477

EXPERIENCE

6 years

EDUCATION

B.S. Civil & Environmental
Engineering

LICENSES

Civil Engineer-In-Training

KYLE HILTON

Design Engineer

Kyle Hilton has six years of experience in public works improvements, including planning and design of streets, arterial streets, right-of-way engineering, and storm drain design. His professional experience also includes CAD drafting, Bridge Rating, Water Quality Management Plans (WQMP), Environmental Impact Reports (EIR), and Storm Water Pollution Prevention Plans (SWPPP).

Project Experience

Jamboree Road and Intersection Widening

CITY OF IRVINE | IRVINE, CA

Design Engineer. Mr. Hilton is providing engineering services for the widening of Jamboree Road from Main Street to Barranca Parkway. The project will widen Jamboree Road from four to five through lanes in each direction. Intersection improvements at Jamboree/Main and Jamboree/Barranca are currently in the design and right of way phases and shall be constructed along with the widening.

Wilmington Avenue Pedestrian and Bicycle Improvements

CITY OF COMPTON | COMPTON, CA

Design Engineer. Mr. Hilton was responsible for providing professional design engineering services including plans, specifications, cost estimates and related bid documents for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project. The project included pavement rehabilitation on Wilmington Avenue from El Segundo Boulevard to Rosecrans Avenue. Scope of work consisted of various pedestrian and bicycle improvements; the installation of wider and colored crosswalks; countdown pedestrian signals; enhanced pedestrian lighting; the installation of Class II bike lanes with wayfinding signage and Class I bike paths; and the installation of four solar-powered speed feedback signs for speed control and attainment.

Street Rehabilitation Various Arterial Streets

CITY OF SAN JUAN CAPISTRANO | SAN JUAN CAPISTRANO, CA

Design Engineer. Mr. Hilton was responsible for the design of the street rehabilitation plans for various arterial streets in San Juan Capistrano. These streets included Camino Capistrano, Junipero Serra Road and I-5 Intersection, and super elevated Camino Las Ramblas. The project included the design of compliant ADA wheelchair pads.

FY 15/16 Street Improvement Project - Fletcher Avenue (Huntington Drive to Alhambra Road)

CITY OF SOUTH PASADENA | SOUTH PASADENA, CA

Design Engineer. Mr. Hilton was responsible for the design plans, specifications and estimates for the Fletcher Avenue rehabilitation. The length of the roadway is approximately 1,925 LF and the average width of the roadway is 30 LF. The proposed project involves repair of damaged asphalt pavement by grinding and overlay with conventional asphalt mix, installation of Petromat, reconnection of curb drains, localized repairs of damaged sidewalk, driveways and curb & gutter, replacement of alley intersection, replacement of ADA access ramps, adjustment of manholes and utility covers, replacement of 2,000 feet of 6-inch water main, replacement of water services, valves, meter boxes, and fire hydrants, resetting of survey monuments, replacement of existing signs, installation of speed feedback sign, striping, replacement of traffic signal loop, and other associated elements of work.



RESUMES

CONTACT INFO

temo.molina@nv5.com
949.585.0477

EXPERIENCE

7 years

EDUCATION

B.S. Civil Engineering

LICENSES

EIT, Civil Engineer-In-
Training

TEMO MOLINA, EIT

Design Engineer

Mr. Molina offers 7 years of experience in civil engineering design and construction inspection. He has actively participated in both the design and inspection of several roadway capital improvement projects. He is proficient in AutoCAD, and MicroPaver, and he possesses a working knowledge of AutoCAD Civil3D, RISA 3D, and Sketch up PRO. His professional and dedicated civil engineering experience stems from increasingly responsible positions within public agencies including the City of Santa Ana. His construction inspection experience includes quantity tracking, assisting with field surveys, RFI/change order/progress payment tracking, and preparation of daily reports.

Project Experience

FY 16-17 Annual Street Improvement

CITY OF LAWNSDALE | LAWNSDALE, CA

Designer for engineering services for street improvements on selected streets, within the City. Services include: restoring roadway gutter drainage flows and modifying as-needed; repairing damaged sidewalks, curbs and gutters, cross-gutters, alley gutters, and driveway approaches; identifying and showing in plans the required relocations of water meter boxes and other utility boxes; removing and replacing street trees; and reestablishing, where necessary, striping, markings and pavement markers and signage.

Citywide Street Rehabilitation

CITY OF VILLA PARK | VILLA PARK, CA

CAD Designer assisting with the design and field assessment services for the rehabilitation of several streets within the City of Villa Park. Responsibilities included field inspection and data gathering; inputting all data into MicroPaver; assessing, identifying and prioritizing streets for improvements; recommend rehabilitation methods; and developing plans, specifications and estimates for the improvements.

Citywide Street Rehabilitation

CITY OF HERMOSA BEACH | HERMOSA BEACH, CA

CAD Designer assisting with the design and field assessment services for the rehabilitation of several streets within the City of Hermosa Beach. Responsibilities included field inspection and data gathering; assessing, identifying and prioritizing streets for improvements; recommend rehabilitation methods; and developing plans, specifications and estimates for the improvements.

Cerritos Avenue Widening

CITY OF CYPRESS | CYPRESS, CA

CAD Designer assisting with the design of the Cerritos Avenue Widening Project. The project will widen the street to relieve an existing bottleneck. CivilSource was able to design the widening improvements without any right-of-way acquisition. Improvements include street widening to provide additional through capacity; removal and replacement of curb, gutter, sidewalk, curb ramps, and driveways; relocation of traffic signals, power poles, light poles, fire hydrants, and utility boxes; and asphalt paving, traffic striping, retaining wall construction, and other appurtenant site improvements.

N | V | 5

CONTACT INFO
peter.salgado@nv5.com
949.585.0477

EXPERIENCE
20 years

EDUCATION
B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 63159

PETER SALGADO, PE Construction Support

With more than 20 years of experience, Mr. Salgado has managed and delivered a variety of public works projects including street improvements; vertical construction and tenant improvements; parks and landscaping improvements; and water, sewer, and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state, and federal procedures.

In the course of project management, his specific duties include coordinating work of project staff; supervising construction managers and inspectors; managing design development and construction oversight; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control, including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; overseeing the resident inspection team, as well as materials testing and deputy inspection teams; conducting weekly progress meetings; processing and tracking project correspondence and documentation including RFI's, submittals, shop drawings and RFQ's; reviewing, evaluating, and negotiating construction change orders; preparing and presenting staff reports for City Council and Board of Directors; facilitating work related to warranties; and managing project closeout.

Project Experience

Harbor Boulevard Widening Project

CITY OF COSTA MESA | COSTA MESA, CA

Construction Manager. Mr. Salgado managed this project to improve traffic operations along northbound Harbor Boulevard. The project included signal modifications at two intersections to accommodate the widening, construction of a new sidewalk, street light relocations, utility relocations and landscaping improvements on private property.

FY 2008 through 2016 Annual Citywide & Street Improvement Projects

CITY OF SANTA MONICA | SANTA MONICA, CA

Construction Manager. Mr. Salgado provided construction management, inspection, and public outreach for this annual citywide project. Work consisted of pavement resurfacing of streets and parking lots (including slurry seal and crack seal treatments); full pavement reconstruction; traffic signal modifications; and construction of new sidewalks, driveways and ADA ramps. Key services included all facets of construction management and inspection including: utility and multiple agency coordination; project budget and accounts tracking; engineering plan and specification review; traffic management and control; submittal, schedule, request for information (RFI), progress payment review and processing; field observation; negotiating and processing change orders; document control; and project closeout, which consisted of warranties, guarantees, recommending notices of completion and the release of retention. Total construction cost varied between \$1M and \$3M.

N | V | 5

Trabuco Road Street Resurfacing

CITY OF LAKE FOREST | LAKE FOREST, CA

Construction Manager. Mr. Salgado managed this 1.5-mile, federally-funded (ARRA) street improvement project. Scope of work included cold milling; reinforcement fabric installation; asphalt overlay; construction of curb, gutter and sidewalk; and removal and replacement of existing asphalt.

RESUMES

CONTACT INFO

angel.fuertes@nv5.com
949.585.0477

EXPERIENCE

35 years

EDUCATION

M.S. Public Administration

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)
No. 40694

REGISTRATIONS

Water Resources Planning
Certificate, U.S. Army
Corps of Engineers

ANGEL FUERTES, PE, QSD/QSP

Construction Support

Mr. Fuertes has more than 35 years of civil engineering experience in both the public and private sectors. His professional experience includes serving as the Principal Civil Engineer/Engineering Manager/Assistant City Engineer for the City of Lake Forest (2009-2017), serving as the Assistant City Engineer for the City of Aliso Viejo (2002-2009), and as Senior Civil Engineer and Civil Engineer for the Public Works and Harbor Departments in the City of Long Beach (1989-2000). He has experience in managing large capital improvement projects including retaining and managing consultants and contractors using municipal guidelines.

Project Experience

Alton Parkway Extension Project

CITY OF LAKE FOREST | LAKE FOREST, CA

Project Manager. The \$6 million, 6-lane, 1-mile extension project included mass grading, utilities, street improvements and a landscaped median. Responsibilities included procuring and managing contract services for design, construction management and inspection; negotiating construction contracts and administrating cost sharing agreements with developer (Shea Homes and Baker Ranch), County of Orange, and utility purveyors (Irvine Ranch Water District and Southern California Edison). This project earned an award from ASCE in 2013.

Street Improvements and Landscape Medians

CITIES OF LAKE FOREST AND ALISO VIEJO | LAKE FOREST AND ALISO VIEJO, CA

Project Manager. Mr. Fuertes has been Project Manager for three roadway landscape median projects (Trabuco Road in Lake Forest, Aliso Creek Road in Aliso Viejo, and Pacific Park Parkway in Aliso Viejo). The projects included constructing landscape medians and parkways, curb and gutter, and pavement resurfacing. His responsibilities included retaining landscape architects and civil engineers for design, public bidding for construction, and managing construction administrators and inspectors during construction.

Rancho Parkway Roadway Project

CITY OF LAKE FOREST | LAKE FOREST, CA

Project Manager. The \$4 million, 4-lane roadway project consisted of grading, curb, gutter, sidewalks, median landscaping, and utilities. Responsibilities included negotiating and administrating cost sharing agreement with Irvine Ranch Water District, and procuring and managing design consultants, construction management, and construction contractors.

Lake Forest Sports Park

CITY OF LAKE FOREST | LAKE FOREST, CA

Project Coordinator. The 88-acre, \$90 million Sports Park Project for the City of Lake Forest involved land acquisition, mass grading, utilities, and park improvements. The Sports Park consists of six baseball/softball fields, 5-acre multi-use fields, two synthetic soccer fields, and a 27,000-square-foot recreation building. Mr. Fuertes selected and managed consultants and contractors for design, construction management, grading, and park development. The project was completed under budget and has earned awards as Project of the Year from ASCE and APWA in 2015.

N | V | 5

CONTACT INFO

guillaume.gau@nv5.com
858.385.0500

EXPERIENCE

16 years

EDUCATION

M.S. Civil Engineering
(Geotechnical)

M.S. Civil Engineering and
Construction Management

LICENSES

Civil Engineer (CA)
No. 70015

Geotechnical Engineer, CA
No. 2986

GUILLAUME GAU, PE, GE Geotechnical Engineer

Mr. Gau's experience includes roadways, electric and gas lines, water pipelines, residential, commercial, schools, transportation, rail, landslide remediation and forensics projects. He also provides field engineering services and laboratory supervision for the testing and inspection for concrete, structural steel, masonry, soils, asphalt, and civil construction.

Project Experience

On-Call Materials Testing and Inspection Services

CITY OF VISALIA | VISALIA, CA

Geotechnical Engineer for annual on-call construction materials testing services for various infrastructure improvement projects comprising geotechnical and material testing, overlay and resurfacing (Cape Seal & Reclamite) projects, utilities projects, Independent Assurance services for federally funded projects, pavement evaluation services, and concrete structures. Materials testing services covered soils, concrete, HMA, Cape Seals, reclamite, and miscellaneous testing services.

Melrose Drive Extension and Improvements

CITY OF OCEANSIDE | OCEANSIDE, CA

Geotechnical Engineer for the design and construction of the extension including grading recommendations, pavement, culvert, pipeline and shoring design.

State Route 178 Widening Project

CALTRANS | STATE OF CALIFORNIA

Geotechnical Engineer for field and laboratory materials tester, plant inspector and source inspection services for the widening of SR-178. The project included grading observation, field density testing, asphalt testing and plant inspection and source inspection of 112,000 CY roadway excavation and fill placement, 62,000 CY of aggregate base and subbase and 83,000 ton HMA

C1090 Installation along Highway 79

SAN DIEGO GAS & ELECTRIC

Geotechnical Engineer for the installation of 7 miles of underground 39kv line to bring power to the new Jamul casino. Work included excavation monitoring and placement of structural backfill, aggregate base and subbase and HMA along Highway 79.

Various Projects

SAN DIEGO GAS & ELECTRIC | SAN DIEGO COUNTY

Geotechnical Engineer for multiple projects including underground transmission lines, drilled pier foundation and gas line relocation. Key geological/geotechnical issues included deep foundations, rippability studies, seismic refraction surveys, horizontal directional drilling, jack and bore, retaining walls and shoring.

Black Canyon Road

SAN DIEGO COUNTY, CA

Senior Engineer and Project Manager responsible for the geotechnical investigation and design of a section of roadway between the San Vicente Reservoir and adjacent Indian Reservation. Key geotechnical issues included slope stability, rock rippability, retaining wall and pavement design consisting of asphalt concrete over soil-cement base.



CONTACT INFO

gene.custenborder@
nv5.com
858.385.0500

EXPERIENCE

38 years

EDUCATION

B.S. Geology

LICENSES

Registered Geologist, CA
No. 3992

Certified Engineering
Geologist, CA No. 1319

GENE CUSTENBORDER, PG, CEG

Geotechnical Engineer

Mr. Custenborder's experience includes a wide variety of work throughout Southern California. This experience includes geotechnical feasibility studies and geotechnical investigations for commercial, residential and public works projects in many types of terrain. He has performed geotechnical studies for roadways, electrical transmission lines, pipelines, water tanks and two rockfill dams.

Project Experience

Interstate 805/Carrol Canyon Road Extension

STATE DEPARTMENT OF TRANSPORTATION

Gene served as project manager and principal investigator for the geotechnical studies that included 67 borings and 20 cone penetration tests (CPT), laboratory testing, and preparation of foundation reports for the various structures. The site conditions included compressible, potentially liquefiable alluvial soils, shallow groundwater and retaining walls proposed on relatively steep slopes.

Hangar 5 Renovation Project

MARINE CORPS AIR STATION MIRAMAR (MCAS)

Gene served as project manager for geotechnical studies, and services included geotechnical investigation services for foundation design and construction observation and material testing and special inspection during construction. The project included demolition of a large portion the hangar including the sliding hangar doors and tracks, and construction of a 70-foot wide by 300-foot addition with new sliding doors across the front of the hangar. Existing bridge cranes inside the hangar were also replaced.

Geotechnical Reviews

VARIOUS MUNICIPALITIES

Gene has provided geotechnical peer review services for the following agencies: City of San Diego, City of Santee, City of Encinitas, City of Poway, City of Menifee, City of San Bernardino, and City of Carlsbad. The peer review services consisted of reviewing the work products (geotechnical reports) of other geotechnical consultants and to provide an opinion as to whether the geotechnical aspects of proposed projects had been appropriately identified, analyzed, addressed and reported. If deficiencies were identified, recommendations were made to the municipalities to request additional analyses from the consultants.

Geotechnical Services

SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA

Gene is providing engineering geologist services for multiple SDG&E projects throughout San Diego County. Projects includes underground transmission lines, gas line relocation and substation design. Key geological/geotechnical issues included deep foundations, rippability studies, seismic refraction surveys, horizontal directional drilling, jack and bore, retaining walls and shoring.

SDSU On-Campus Trolley Tunnel and Underground Station

METROPOLITAN TRANSIT DEVELOPMENT BOARD | SAN DIEGO, CA

Gene provided geotechnical investigation services for the SDSU on-campus trolley tunnel and underground station. Geologic concerns included variations in composition of the sedimentary rock and the presence of groundwater above the tunnel crown.



CAL VADA

SURVEYING, INC.

President

Armando Dupont, PLS

State of California License # 7780

Education: A.A. Civil Engineering, Fullerton College, Fullerton, California
Land Surveying, California State University, Pomona, California

Professional Activities: California Land Surveyors Association, American Congress on Surveying and Mapping (ACSM), National Association of Industrial and Office Properties (NAIOP), Building Owners and Managers Association (BOMA), Latin Business Association, Professional Environmental Marketing Association, Corona Chamber of Commerce.

Background: Mr. Dupont started his career in the surveying industry in 1977. As President and founding member of CAL VADA, he is responsible for all business activities of the company including executive management of technical, field, engineering, design and land survey personnel. His project experience includes topographic mapping, boundary surveying and analysis, ALTA/ACSM Land Title Surveys, construction and control surveying, preparation of tract and parcel maps, earth work calculations and quantities, and targeting and control for photogrammetry observations.

Mr. Dupont is fluent in managing commercial, industrial and governmental as well as private sector projects. He leads a team of professionals at CAL VADA providing insight and leadership based on his years of experience as a Party Chief, Project Surveyor and Project Manager on a wide array of projects. He has provided work for a number of industries, including providing services to the engineering, telecommunications, transportation, environmental and real estate industries.

Los Angeles County Sanitation Districts

Was the project manager and lead surveyor for the engineering topographic survey.

IT Group—El Toro, California

Was the project manager and lead surveyor for the engineering topographic survey of the entire El Toro Marine Corps Air Station. Provided project oversight, personnel management and quality control for the work.



CHRIS LOERA
PROJECT MANAGER/ CHIEF EXECUTIVE OFFICER



Professional Profile

Plans, organizes, directs and controls the activities of the Operations function of the division. Responsible for the performance of all Department functions including Research and Development, Material Management, Order Services, Engineering and Surveying.

Relevant Experience

KPFF- Rancho Los Amigos National Rehabilitation Center, Downey, CA

Role: Chief Operating Officer / Project Manager

Firm of Employment: C Below, Inc.

Oversaw all operations of utility investigation of the entire campus

Services included: utility locating via GPR and Electromagnetic locating, site surveying, CAD work, and Potholing

Port of Long Beach (On-Call), Long Beach, CA

Role: Chief Operating Officer / Project Manager

Firm of Employment: C Below, Inc.

Supervised all operations to ensure high quality control and accuracy

Services included: vacuum potholing, traffic control, permanent or temporary restoration of potholes, utility location, and trenches

Cole Avenue Storm Drain Utility Investigation, Riverside, CA

Role: Chief Operating Officer / Project Manager

Firm of Employment: C Below, Inc.

Supervised all operations to assure they were conducted and completed as directed by the City of Riverside

Services included: Utility locating via GPR, Electromagnetic locating, ram rod locating, potholing via vacuum excavation, and Surveying/CAD work, CCTV Pipe Inspection

Durfee Avenue Potholing, Pico Rivera, CA

Role: Chief Operating Officer / Project Manager

Firm of Employment: C Below, Inc.

Supervised all operations to ensure the highest quality control and accuracy

Services included: Vacuum Excavated 50 locations as directed by our client

Years of Experience: 16

Years with company: 8

Education:

East L.A. Skills Center
Construction Inspection

Registrations/Certifications:

Ground Penetrating Radar
Technician- Level III

Utility Locator- Level III

Program Management:

Auto CAD2010-2013

Auto CAD

Civil 3D

SolidWorks 3D

Micro Station

InRoads Suite

Service CEO

SIMILAR PROJECTS



EAST 19TH STREET DESIGN IMPROVEMENTS

CITY OF COSTA MESA | COSTA MESA, CA

CivilSource provided the PS&E for this federally funded Safe Route to School (SRTS) traffic-calming project. The scope of services consisted of preparing and processing environmental documents, civil engineering design plans, and obtaining federal approval for construction and construction support. The project included roadway, pedestrian walkways, lighting, landscaping, and storm drain improvements.

CONSTRUCTION COST: \$1 MILLION

DATES: 2013-2015

KEY PERSONNEL: AMY AMIRANI, DAVID NIKNAFS, SAFA KAMANGAR, ART BISCOCHO, STEVE SCHAPPEL, SOURI AMIRANI, CODY PARTOVI

REFERENCE: BART MEJIA, CITY ENGINEER



HARBOR BOULEVARD MEDIAN & LANDSCAPING IMPROVEMENTS

CITY OF COSTA MESA | COSTA MESA, CA

CivilSource provided professional engineering and environmental services for the design of improvements on Harbor Boulevard. The City was awarded Federal Highway Safety Improvement Program (HSIP) funds to install medians, landscaping, and associated improvements along Harbor Boulevard to improve pedestrian and traffic safety. The project is structured in the four following phases:

- Phase 1: Existing Plan Review, Survey and Preliminary Design, which consists of defining the physical conditions and utilities within the project limits, preparation of preliminary design plans, establishing the proposed design features, and participating in public dialogue and meetings.
- Phase 2: Environmental Analysis and Approval, which consists of preparation of a Preliminary Environmental Studies document and all associated work required to receive environmental compliance.
- Phase 3: Final Civil Engineering Design, which consists of preparation of the final plans, specifications and estimates necessary to construct the improvements.
- Phase 4: Federal Approval for Construction and Construction Support, which consists of preparing all federal forms required to obtain State and Federal E76 certification.

CONSTRUCTION COST: \$675K

DATES: 2016-CURRENT

KEY PERSONNEL: AMY AMIRANI, DAVID NIKNAFS, ART BISCOCHO

REFERENCE: BART MEJIA, CITY ENGINEER

SIMILAR PROJECTS

2013-15 MAJOR STREETS REHABILITATION

CITY OF POMONA | POMONA, CA



CivilSource provided the design of pavement rehabilitation, street improvements, bikeway improvements, pedestrian/ADA improvements, and landscape and irrigation improvements on several City streets identified in the 2014 Pomona Active Transportation Plan (ATP) to increase pedestrian safety and mobility. Bikeway infrastructure improvements included the associated bike facility striping, signing, crossing improvements and signal modifications for bike detection.

CONSTRUCTION COST: \$4 MILLION

DATES: 2015-2016

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, CODY PARTOVI

REFERENCE: LAURA LORA, SENIOR ENGINEER

WILMINGTON AVENUE IMPROVEMENTS

CITY OF COMPTON | COMPTON, CA



CivilSource provided plans, specifications, cost estimates and related bid documents, for this Safe Routes to School project. The project included pavement rehabilitation; various pedestrian and bicycle improvements; the installation of wider and colored crosswalks; countdown pedestrian signals; enhanced pedestrian lighting; the installation of Class II bike lanes with wayfinding signage and Class I bike paths; and the installation of four solar-powered speed feedback signs for speed control and attainment.

CONSTRUCTION COST: \$1.4 MILLION

DATES: AUGUST 2015-NOVEMBER 2015

KEY PERSONNEL: AMY AMIRANI, DAVID NIKNAFS, ART BISCOCHO, KYLE HILTON

REFERENCE: GLEN W.C. KAU, FORMER PUBLIC WORKS DIRECTOR

NORTH LA BREA AVENUE IMPROVEMENTS

CITY OF INGLEWOOD | INGLEWOOD, CA



CivilSource is currently providing comprehensive design services and will deliver final PS&E for this "Green Street" improvement project. The purpose of the project is to mitigate existing distressed asphalt paving to the maximum extent possible and address stormwater runoff issues. Other improvements included: repair of damaged sidewalks, curbs and gutters, cross-gutters, alley gutters and driveway approaches; assessments of curb ramps for ADA compliance; and installation of pavement markers.

CONSTRUCTION COST: \$2.7 MILLION

DATES: 2016-CURRENT

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, KYLE HILTON

REFERENCE: ELOY CASTILLO, PRINCIPAL ENGINEER

SIMILAR PROJECTS



177TH STREET IMPROVEMENTS

CITY OF TORRANCE | TORRANCE, CA

CivilSource prepared the plans, specifications, and estimates for the rehabilitation of 177th Street, from Prairie Avenue to Hawthorne Boulevard. Improvements include pavement rehabilitation, construction of missing and/or damaged concrete curb, gutter, sidewalks, ADA ramps, and cross-gutters; and removal and replacement of trees, and sewer and manhole repairs.

CONSTRUCTION COST: \$1 MILLION

DATES: 2016-2017

KEY PERSONNEL: DAVID NIKNAFS, STEVE SCHAPEL, TYLER PHAM, KYLE HILTON, ART BISCOCHO

REFERENCE: CRAIG BILEZERIAN, DEPUTY PUBLIC WORKS DIRECTOR/CITY ENGINEER



GALSTER WAY IMPROVEMENT PROJECT

CITY OF WEST COVINA | WEST COVINA, CA

The project consisted of pavement reconstruction on Galster Way from Westridge Road to approximately 50 feet west of the entrance of Galster Park. The project improvements included: the removal of deteriorated sections of pavement; the reconstruction of pavement; and the reconstruction of curb, gutter, cross-gutter, sidewalk, curb ramps and driveways. The scope of services consisted of the preparation of plans, specifications and estimates; field survey; environmental documentation; and bid assistance.

CONSTRUCTION COST: \$250,000

DATES: JUNE 2015-SEPTEMBER 2015

KEY PERSONNEL: AMY AMIRANI, DAVID NIKNAFS, ART BISCOCHO

REFERENCE: CHINO CONSUNJI, PUBLIC WORKS DIRECTOR



PACIFIC COAST HWY AT PALOS VERDES BLVD

CITY OF REDONDO BEACH | REDONDO BEACH, CA

CivilSource prepared plans, specifications and estimates for the Pacific Coast Highway (PCH) and Palos Verdes Boulevard Intersection Improvements. The proposed improvements consisted of the installation of a right turn lane along Palos Verdes Boulevard at the northeast corner with PCH. The existing sidewalk was reduced, the street widened and a right turn lane installed. Consideration for bicycle improvements were also necessary.

CONSTRUCTION COST: \$300,000

DATES: 2014-2016

KEY PERSONNEL: DAVID NIKNAFS, SAFA KAMANGAR, STEVE SCHAPEL, ART BISCOCHO

REFERENCE: DIDAR KHANDKER, PROJECT MANAGER

REFERENCES



CITY OF HERMOSA BEACH

Glen Kau, P.E.
Public Works Director/
City Engineer

1315 Valley Drive
Hermosa Beach, CA 90254
310.318.0239
gkau@hermosabch.org



CITY OF IRVINE

Manuel Gomez,
Director of Public Works

1 Civic Center Plaza
Irvine, CA 92606
949.724.6000
mgomez@ci.irvine.ca.us



CITY OF SANTA MONICA

Allan Sheth,
Project Manager

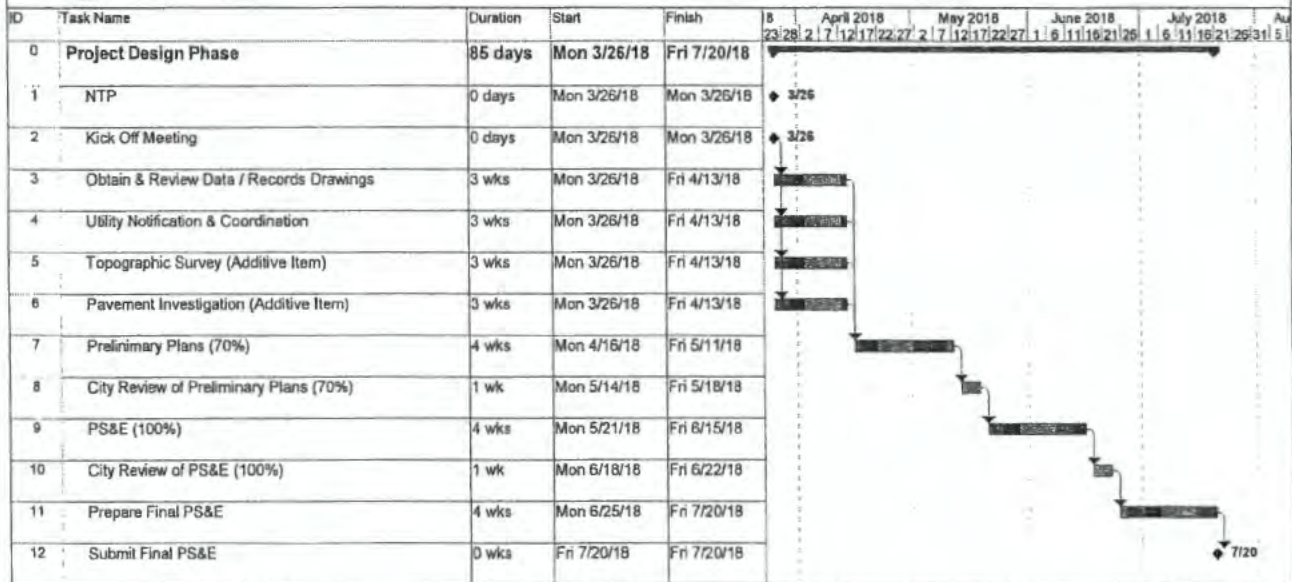
1437 4th Street
Santa Monica, CA 90401
310.458.8732
allan.sheth@smgov.net

PROJECT SCHEDULE



PROFESSIONAL ENGINEERING SERVICES FOR VARIOUS STREET IMPROVEMENT PROJECTS DESIGN SCHEDULE

NV5



February 7, 2018	Task	■	Inactive Task	—	Manual Summary	◆
	Split	Inactive Milestone	○	Start-only	—
	Milestone	◆	Inactive Milestone	□	Finish-only	—
	Summary	▬	Inactive Summary	External Task	◆
	Project Summary	▼	Manual Task	○	External Milestone	□
	External Tasks	■	Duration-only	Progress	—
	External Milestone	◆	Manual Summary RollUp	◆	Deadline	⇓

February 7, 2018

City of Costa Mesa
Attn: Bart Mejia, PE
77 Fair Drive
Costa Mesa, CA 92628

SUBJECT: Fee Proposal for Professional Engineering Services for Various Street Improvement Projects

Dear Mr. Mejia,

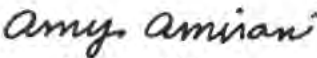
NV5 is excited to have the opportunity to provide this proposal for the above mentioned services.

We have prepared our fee proposal in accordance with the RFP requirements. In addition to this cover letter, please find our spreadsheet with a detailed fee schedule of proposed costs. Our proposed fee is as follows:

Projects 1-5 Total not-to-exceed Fee	\$85,600
Construction Support Services	\$111,348
Project 6 On-Call General Design, Geotechnical Engineering, Surveying and Construction Support Services	\$50,000
Total	\$246,948

We look forward to the opportunity to continue working with the City of Costa Mesa. If you need further information, I may be reached by phone at (949) 585-0477, or electronically at amy.amirani@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5


Amy Amirani, PE
Principal-In-Charge / Vice President

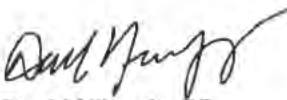

David Niknafs, PE
Director of Operations

EXHIBIT C
PROJECT SCHEDULE



PROFESSIONAL ENGINEERING SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS DESIGN SCHEDULE

NV 5

ID	Task Name	Duration	Start	Finish	Gantt Chart
0	Project Design Phase	130 days	Mon 8/6/18	Fri 2/1/19	
1	NTP	0 days	Mon 8/6/18	Mon 8/6/18	◆ 8/6
2	Kick Off Meeting	0 days	Mon 8/6/18	Mon 8/6/18	◆ 8/6
3	Obtain & Review Data / Records Drawings	3 wks	Mon 8/6/18	Fri 8/24/18	
4	Utility Notification & Coordination	3 wks	Mon 8/6/18	Fri 8/24/18	
5	Topographic Survey	3 wks	Mon 8/27/18	Fri 9/14/18	
6	Preliminary Plans (70%)	8 wks	Mon 9/17/18	Fri 11/9/18	
7	City Review of Preliminary Plans (70%)	1 wk	Mon 11/12/18	Fri 11/16/18	
8	PS&E (100%)	6 wks	Mon 11/19/18	Fri 12/28/18	
9	City Review of PS&E (100%)	1 wk	Mon 12/31/18	Fri 1/4/19	
10	Prepare Final PS&E	4 wks	Mon 1/7/19	Fri 2/1/19	
11	Submit Final PS&E	0 wks	Fri 2/1/19	Fri 2/1/19	◆ 2/1



July 5, 2018	Task		Inactive Task		Manual Summary	◆
	Split		Inactive Milestone		Start-only	
	Milestone	◆	Inactive Milestone		Finish-only	
	Summary		Inactive Summary		External Tasks	
	Project Summary		Manual Task		External Milestone	
	External Tasks		Duration-only		Progress	
	External Milestone	◆	Manual Summary Rollup	◆	Deadline	⇓



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavnagat & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 619-744-0574	FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavnagat.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Valley Forge Insurance Company		20508
INSURER B : Continental Casualty Co.		20443
INSURER C : Continental Insurance Company		35289
INSURER D : National Fire Ins. Hartford		20478
INSURER E : Berkley Insurance Company		32603
INSURER F :		

INSURED NV5INC0-01
 NV5 Inc.
 9890 Irvine Center Drive
 Irvine, CA 92618

COVERAGES **CERTIFICATE NUMBER:** 1734148082 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev'n <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		8057040530	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Stop Gap Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		8057040575	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			8057187219	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	8057040558	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ 1,000,000 E. L. DISEASE - EA EMPLOYEE \$ 1,000,000 E. L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			AEC902038802	5/1/2018	5/1/2019	Each Claim \$ 10,000,000 Aggregate \$ 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Various Street Improvement Projects. Additional Insured coverage applies to General Liability and Automobile Liability for the City of Costa Mesa per policy form.

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92628	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

<p>This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.</p>



ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

Name of Additional Insured Person Or Organization
Any person or Organization for whom you are performing operations when you and such person (s) or organization (s) have agreed in writing in a contract or agreement that such person (s) or organization (s) be added as Additional Insured on your policy.

1. Paragraph **A.1. Who Is An Insured** of Section II – LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
 - a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
 - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
 - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
 - (1) Required by the "written contract"; or
 - (2) Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section IV – BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:
An additional insured under this endorsement will as soon as practicable:
 - a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
 - b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
 - c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
 - d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit".
4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

 "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:
 1. Is currently in effect or becomes effective during the term of this policy; and
 2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NV5 Global, Inc Endorsement Effective Date: 05/01/2018
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SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

EXHIBIT E

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

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

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

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