PROFESSIONAL SERVICES AGREEMENT

for

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (2015-2017)

THIS AGREEMENT is executed this 29 day of the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and MNS ENGINEERS, INC., (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. Scope of Services. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: all phases of project development including design development, bidding, construction, inspections, review of submittals/shop drawings, and project acceptance and closeout, as further described in the City's Request for Proposals ("RFP") dated February 9, 2015 attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated March 6, 2015, attached hereto as Exhibit "B." In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B") The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. Amendment of Services. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

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C. <u>Supplemental Services</u>. Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed. All other terms of this Agreement shall apply to any authorized supplemental services.

2. COMPENSATION

- A. Total Fee. The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed Five Hundred Thousand Dollars (\$500,000.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. <u>Invoicing</u>. Consultant shall submit to the City monthly written invoices to the City's Project Representative, Identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide an invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
 - Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
 - ii. Invoice number and date:
 - A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- vil. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;

- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. Adjustment of Fees. The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. <u>Hourly Rates</u>. Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").
- E. <u>Subconsultants and Vendors</u>. Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as

set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. Audit and Examination of Accounts:

- Consultant shall keep and will cause any assignee or subconsultant under this
 Agreement to keep accurate books of records and accounts, in accordance with
 sound accounting principles, which pertain to services to be performed under this
 Agreement.
- Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of this Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. Term. The work under this Agreement shall commence upon execution and shall be completed by June 2017 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. <u>Timely Work</u>. Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Fallure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. <u>Project Schedule</u>. If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may,

from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.

D. <u>Notice to Proceed</u>. Upon execution of this Agreement by both parties and the receipt by City of all documentation required by this Agreement to be provided by Consultant, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

A. <u>Listed Employees and Subconsultants</u>. Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".

B. Substitution of Employees or Subconsultants:

- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall replace the individual with a qualified individual acceptable to the City.
 - ii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. <u>Sub-agreements with Subconsultants</u>. Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. Not an Agent of the City. Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being

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considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. <u>Independent Contractor</u>:

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

A. <u>City's Project Representative</u>. The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unlaterally change its project representative upon notice to Consultant.

Name: Steve Wittry, PE

Title: Principal Engineer

Address: 580 Pacific Street, Monterey, CA 93940

Telephone: 831-646-3448

Email: Wittry@monterey.org

B. <u>Consultant's Project Manager</u>. Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Gregory A. Chelini, PE

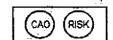
Title: Vice Bresident Construction Management

Title: <u>Vice President Construction Management</u>

Address: 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara CA 93103

Telephone: 805-692-6931

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- C. Meet and Confer. Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. <u>Communications and Notices</u>. All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to Indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.

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7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. <u>Commercial General Liability Insurance</u> Including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. <u>Professional Liability Insurance</u> with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. <u>Automobile Liability Insurance</u> covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:
 - admitted to do business in California with a current A.M. Best rating of no less than A:VI;

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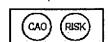
- 2. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, without 30-days prior notice to the named insured and 10-days notice for non-payment premium.
 - iii. The general liability and auto policies shall:
 - 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance

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(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

- Provide that such Consultant's insurance is primary as respects the City, its
 officers, officials, employees, and volunteers. Any insurance or self-insurance
 maintained by the City of Monterey shall be excess to the Consultant's
 insurance and shall not contribute with it.
- 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
- 4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.



8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, subconsultants, and subcontractors performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, subconsultants, and subcontractors shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. 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. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement unless specifically authorized to do so in writing by City.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. Available information. The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. <u>City Resources</u>. The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City falls to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City

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- resources constitute a breach of this Agreement by the City, nor shall Consultant beentitled to extra compensation for same.
- C. Obligations of Consultant. No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. Ownership of the Materials. All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights or patents, which arise from creation of the work or Services pursuant to this Agreement, shall be the property of the City and shall be vested in the City, and waives and relinquishes all claims to copyright, patents, or intellectual property rights in favor of the City.
- B. No Patent or Copyright Infringement. Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws will be violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. <u>Delivery and Use of the Materials</u>. All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. <u>Survival of Ownership and Use Provisions</u>. It is understood and agreed that the provisions contained in this Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. <u>Additional Copies</u>. If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall

compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. No Disclosure. Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. <u>California Public Records Act</u>. Consultant acknowledges that the City is subject to the California Public Records Act (Gövernment Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

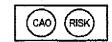
All Scopes of Services and related documents received shall be public records, with the exception of those elements that are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible to Consultants or any subconsultants for the disclosure of any such records and the Consultant and subconsultants shall indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;



- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. <u>Dispute Resolution Procedures</u>. The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. <u>Negotiations</u>. First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. Mediation. If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. <u>Legal Action/Claims</u>. Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

14. TERMINATION OF AGREEMENT

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- A. <u>Termination for Cause or Default</u>. The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
 - i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - li. Falls to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to:
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. <u>Termination for Convenience</u>. The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. Steps after Termination:

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
 - 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City

CAO RISK

may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. Non-discrimination. During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of 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 and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. <u>Acceptance of Services Not a Release</u>. Acceptance by the City of the Services to be performed under this Agreement shall not operate as a release of Consultant from professional responsibility for the Services performed.
- C. <u>Force Majeure</u>. Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. <u>Headings</u>. The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. <u>Entire Agreement</u>. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms,

conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

- F. <u>Conflict between Agreement and Exhibits</u>. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. <u>Multiple Copies of Agreement</u>. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- Authority. Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. Severability. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. Non-exclusive Agreement. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. <u>Assignment of Interest</u>. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. <u>Clty Business License</u>. Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license shall be the responsibility of Consultant.

CAO RISK

- N. <u>Laws</u>. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
- On-Call Agreements. The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

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CITY OF MONTEDEY-

Mayor, City Manager, or Designee Signature

Printed Name

Coy MANAGER

Title

Consultant Signature

GAFG

Printed Name

Vic

Title

MNS ENGINERAS INC.
Consultant Legal Company Name

The following exhibits are attached hereto and incorporated by reference into this Agreement:

Exhibit "A" Request for Proposals

Exhibit "B" Proposal

Exhibit "C" Fee Schedule
Exhibit "D" Project Schedule

Exhibit "D" Project Schedule
Exhibit "E" Key Employees and Subcontractors

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REQUEST FOR PROPOSAL

TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECTS WITHIN THE CITY OF MONTEREY

February 9, 2015

Approved By:

Steve Wittry, P.E. Principal Engineer

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REQUEST FOR PROPOSAL TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECTS WITHIN THE CITY OF MONTEREY

1. INTRODUCTION

The City of Monterey is seeking proposals from qualified firms to prepare a comprehensive proposal for professional services to perform on-call construction management and inspection services for public sector projects. The scope of work shall include, in general, the full range of services typically required to perform construction management services. The solicitation is not intended to create an exclusive service agreement and multiple contracts may be awarded.

2. PROJECT DESCRIPTION

The proposed projects will include:

The performance of construction management and inspection services for various Capital Projects. Projects may include, but are not limited to, work within (or under) the public right-of-way, parks, wharfs, beaches and buildings and grounds. Involvement may be from project development to project closeout or may consist of the performance of distinct tasks within that scope on a case-by-case basis.

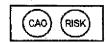
SCOPE OF WORK

- Attachment A describes the proposed scope of work to be performed.
- Attachment B contains a copy of the City of Monterey's standard Professional Services Agreement, which includes the City's standard terms and conditions and insurance requirements applicable to the performance of this work.
- The term of the agreement will be for a two (2) year period.

Note: All drawings, reports, data, computer files, specifications, calculations, and studies prepared by the consultant shall become the property of the City, with the City able to enjoy all rights of ownership including reproduction of the same.

4. THE CITY WILL NOT EXPECT THE CONSULTANT TO:

A. Obtain permits from other government organizations, but will assist in the preparation of any needed applications/forms.



5. MINIMUM PROPOSAL CONTENT

Firms wishing to be considered for this contract should submit, as a minimum, the following (not to exceed 25 pages):

A. <u>Technical Proposal</u>

- 1. Relevant experience, both of the firm and the personnel assigned to this project.
- 2. Examples of three (3) specific projects that the firm and assigned personnel have worked on within the past three years, with contact names and phone numbers of the clients.
- 3. A list of sub-consultants to be used, if any, and their expertise as called for in relation to the Scope of Services.
- 4. A description of the firms approach for: Project management; Schedule management; and Cost management as related to this solicitation.
- 5. <u>Current Work Load</u> A brief outline of the firm's current workload, staffing and ability to provide a timely submittal.
- 6. A description of how the firm will utilize its resources to start and complete projects in a timely manner.
- 7. Any request for alterations to the City's standard form contract, Attachment B, must be included in the proposal.

Attachment C describes the required format and content for the proposal. Please review this attachment closely and comply with the directions and suggestions it contains. The ability of the consultant to clearly and concisely convey information will be considered in the review process.

B. Fee Schedule

Provide the fee schedules for your firm and proposed sub-consultants, which include an hourly rate for each category of employee (i.e., Principal, Project Manager, etc.); and fee for related support costs (mileage, blueprint, reproduction, etc.).

6. SUBMITTAL REQUIREMENTS

A. <u>Proposals</u>

Five (5) originals of the technical proposal are to be submitted in one envelope or package clearly marked on the exterior as to this solicitation, technical proposal, and due date and time. Your proposal should at least elaborate on all the services that your firm offers (even if not specifically asked for In this Request for Proposal) and, if appropriate, the number of staff and their individual qualifications that are assigned to each area of services offered. Two (2) copies of the fee schedules must be in a

separate envelope or package, clearly marked as the "Fee Schedule" for this solicitation, with the name of the firm and due date/time.

B. <u>Due Date/Time</u>

Proposals will be received by the City's Engineering office until 2:00 p.m., Friday, March 6, 2015. Submit to:

Steve Wittry, P.E.
Principal Engineer
City of Monterey Engineering
580 Pacific Street, Room #7
Monterey, CA 93940

7. PROCEDURES AND EVALUATION OF PROPOSALS

It is the intent of the City to select a firm(s) based on qualifications, recommended project approach, and practical applications which best accomplish the objectives while incorporating innovative and cost effective methods.

A. Evaluation Criteria

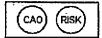
An evaluation committee of City staff will review and evaluate technical proposals against the following criteria:

Contractors should submit information sufficient for the City to easily evaluate qualifications with respect to the selection criteria. The absence of required information may cause the package to be deemed non-responsive and may be cause for rejection.

The selection criteria and the importance of each are included below:

Criteria	Scoring
	Indicate Pass/Fail
Cover Letter-Including firm and contact information	
Signed Proposal and acknowledgement of addenda (if applicable)	
General firm Information-Including responsible charge	
Project experience information	
Organizational chart of proposed team	
Resumés of key personnel for this proposal	
Construction management approach	
Schedule management approach	
Cost management approach	
Fee Schedule-submitted in a separate sealed envelope	
Exceptions submitted on a separate sheet	
Proposed Team Qualifications and Resumés(s)	Points 0-5
Organizational chart of proposed team provides a clear picture of the	

working relationship between all key personnel on the proposed team	
Proposed team members have relevant technical experience to provide	
construction management tasks listed in Scope of Work	
Staff has appropriate licenses, registrations and certifications to provide	
construction management tasks listed in Scope of Work	
Some or all of the team members (within the firm) have previously	
worked together on similar projects	<u> </u>
Sub Total Possible Points – 20	
Project Experience	Points 0-10
Example project 1 description indicates:	
(1) Previous experience with governmental/institutional projects	
(2) Governmental agency work experience	ľ
(3) Record of accomplishing projects on schedule and within	
budget	
(4) Most important role or all roles in the project were performed by the firm	
Example project 2 description indicates:	
(1) Previous experience with governmental/institutional projects	
(2) Governmental agency work experience	
(3) Record of accomplishing projects on schedule and within	
budget	
(4) Most important role or all roles in the project were performed by the firm	
Example project 3 description Indicates:	
(1) Previous experience with governmental/institutional projects	-
(2) Governmental agency work experience	
(3) Record of accomplishing projects on schedule and within	
budget	
(4) Most important role or all roles in the project were performed by	
the firm	
Sub Total Possible Points – 30	
Project Specific Components:	Points 0-15
Quality of project management approach (1 page limit)	
Describe approach and steps and methods to be used from	
construction document phase through project close-out.	
And the open of the population of the second of	
Includes value engineering, RFI's, submittals, processing change	THE REST OF THE PARTY OF THE PA
orders, meeting coordination, and staff roles and responsibilities for	
overseeing the coordination and construction of projects Quality of Schedule Management Approach (1 page (lmit)	
Describes schedule management approach, scheduling software used,	
and methods used to recover from slippage of scheduled milestones	
Quality of Cost Management Approach (1 page limit)	,
Describes firms' process for cost management, methods for tracking	
costs, and methods used to recover budget/estimated cost overrun	
Sub Total Possible Points – 45	
Local Experience	Points 0-5
Describes experience working in the Monterey Peninsula	
Sub Total Possible Points – 5	
Total Possible Points-100	
I ofgit ossinia Lottife-100	ļ



B. Procedures

- 1. At the completion of the review process, proposers will be ranked based upon the criteria described in 7A and the City will select the highest ranked firm(s) and begin contract negotiations; or, at the City's discretion, the most highly qualified firms may be used to establish a "short list" of finalists. Should the City elect to establish a "short list", firms on the short list may be asked to formally present their proposal in Monterey and respond to interviewer questions.
- 2. Following the evaluations, the City will complete its ranking. To determine a fair and reasonable price, the sealed fee proposals of all the responsive proposers will be opened, and price negotiations will commence with the highest ranked firm. If the fees are mutually agreed upon after negotiations, then the firm will receive the contract. If no agreement can be reached as to price with a firm, then that firm will be excused, and the price proposal of the next ranked firm will be negotiated.
- 3. Following successful negotiations, the contract(s) will be considered for award by the City Council.
- 4. The City of Monterey reserves the right to reject any and all proposals and to reissue its request for proposals. The City reserves the right to cancel the project at any point and pay the consultant only for costs incurred to that point and for work completed which is usable by the City as determined by the City.

C. Available Reports

- 1. CIP/NIP Master Project List
- Capital Improvement Program and Neighborhood Improvement Program Project Manual 2014/2015.

D. Schedule

The anticipated schedule for this project is as follows:

Release of RFP	Feb. 9, 2015
Receipt of Proposals	Mar. 6, 2015
Review, rate proposals & negotiate fee	Mar. 9 - Mar. 25, 2015
Consultant signature and documentation	. Mar. 26 - Apr. 6, 2015
City Council Award	Apr. 21, 2015
Kickoff meeting (week of)	



8. POINT OF CONTACT

Interested firms desiring additional information are asked to call the City of Monterey's Engineering Office, 580 Pacific Street, Rm. 7, Monterey, CA 93940 at (831) 646-3921.

Primary point of contact: Steve Wittry, P.E., Principal Engineer.

9. **GENERAL INFORMATION**

The period of service required will be mutually agreed upon from the date of the contract. The negotiated fee schedule shall remain in effect throughout the duration of the contract.

See the attached contract form of Professional Services Agreement for all contractual requirements, including insurance and indemnification. Proposers should consider the cost of carrying the insurance required by the attached agreement Attachment B.

ATTACHMENT A

PROPOSED SCOPE OF WORK

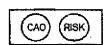
FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECTS WITHIN THE CITY OF MONTEREY

Introduction:

The City of Monterey is soliciting proposals for on-call construction management for projects in the public sector. Basic services shall cover all phases of project development, from design development through project closeout. Tasks required for each individual project may include, but are not limited to the following:

Scope of Work

- A. Design Development Phase Shall include, but is not limited to, the following:
 - Review design professional's construction documents and specifications to determine whether or not they are consistent with the Project goals, budget, schedule, constructability of design, bidability, and coordination and conformity of all disciplines.
 - 2. Back-check the resubmittal of documents to ensure that all corrections have been incorporated into the 'bid ready' construction documents and specifications.
 - 3. Preparation of project construction cost estimate. Meet with the design professional to reconcile discrepancies between the estimate prepared and the design professional's estimate (if requested).
 - 4. Preparation of a design alternatives analysis to bring the project into budget (if requested).
 - 5. Prepare a preliminary project schedule for construction activities.
- B. Bidding Phase Shall include, but is not limited to the following:
 - 1. Review plans, specifications, schedule, budget and all other pertinent documents provided by the City to become familiar with all aspects of the project.
 - Conduct a pre-bid-conference with a site visit in accordance with the project specifications and prepare meeting minutes.
 - 3. Coordinate a response to questions and develop addenda as necessary for Issuance by the City.
 - 4. Perform bid analysis that include checking for responsiveness to qualification requirements and provide a written letter to the City that includes a bid tabulation and recommendations for award of bid.
 - In the event that bids exceed budget, review and recommend a strategy for rebidding the project within existing budget limitations.
- C. Construction Phase Shall include, but is not limited to, the following:
 - 1. Prepare and maintain a master construction project budget and schedule in a format acceptable to the City.
 - 2. Prepare a weekly statement of working days elapsed and remaining (including any alterations for change orders, weather, etc.).



- Conduct meetings, as appropriate, with contractor, design professional and City staff to ensure timely review and response to questions, resolution of field conflicts or incorporation of design changes, review of project progress, schedule, budget, etc. Prepare meeting minutes in a format acceptable to the City.
- 4. Document all field conflicts and help resolve these issues with design professional, City staff, utility providers (i.e. P.G.&E., AT&T, etc.) and contractor.
- 5. Review and verify accuracy of construction progress payments and make a written recommendation to the City for payment.
- Review and evaluate Contractors' proposed and/or change order requests and provide written recommendations to City staff. Participate in negotiations with the contractor as requested.
- 7. Prepare or review proposed and/or final contract change orders and make recommendations to the City staff regarding approval.
- 8. Monitor the contractors' labor compliance.
- 9. Review and monitor the contractors' storm water compliance program.
- 10. Review and monitor the contractors' safety program.
- 11. Review and monitor the contactors record drawings (as-builts) to assure that they are being maintained and reflect the as-built condition.
- D. Inspections Shall include. But are not limited to, the following:
 - Provide daily on-site inspections of the project to assure compliance with the bid documents. This is to include preconstruction photos and site documentation as well as progress photos (as applicable). Daily inspection reports shall identify number of and type of crew and equipment. Identify and record any conflicts, actions approved and resolutions.
 - 2. Coordinate and witness any specialty inspections. All firms/teams shall have the ability to perform typical specialty inspections (i.e. welding, bolt torque, etc.) either with their own forces or with a sub-consultant.
- E. Review of Submittals/Shop Drawings Shall include, but is not limited to, the following:
 - 1. Review of contractor submittals for conformance with technical specifications,
 - 2. Respond to RFI's during the construction process.
- F. Project Acceptance and Close-Out Phase Shall include, but is not limited to the following:
 - 1. Schedule and conduct punch list walkthroughs, prepare punch list and distribute to all parties. Assure completion of punch list items.
 - 2. Collect and distribute all required O&M manuals, spare parts, or any other item(s) identified within the project specifications.
 - 3. Review and accept warranties.
 - Review record drawings (as-builts) to assure that they reflect the as-built condition.
 - 5. Provide recommendation on issuance of Notice of Completion.

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECTS WITHIN THE CITY OF MONTEREY

THIS AGREEMENT is executed this ______ day of ______, 201___, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and [Name of Consultant], (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

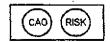
WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

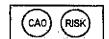
- A. Scope of Services. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: on call construction management and inspection services, as further described in the City's Request for Proposals ("RFP") dated [insert date of RFP] attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated [insert date of Proposal], attached hereto as Exhibit "B" [OPTIONAL LANGUAGE IF NEW SCOPE HAS BEEN CREATED DURING NEGOTIATIONS: and Final Negotiated Scope of Services ("Final Scope") attached hereto as Exhibit "C". In case of any conflict between these documents, the Final Scope shall take first precedence over the RFP, and the RFP shall take precedence over Consultant's Proposal] The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. Amendment of Services. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay



- additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.
- C. <u>Supplemental Services</u>. Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

2. COMPENSATION

- B. Invoicing. Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
 - i.Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii.A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
 - v.Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
- vi. The amount earned and involced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;



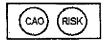
- vii.The amount previously involced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- viii.The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi.The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii.Copies of subconsultant involces, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. Adjustment of Fees. The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, In writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. Hourly Rates. Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").



E. <u>Subconsultants and Vendors</u>. Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. Audit and Examination of Accounts:

- I.Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii.Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- ili. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv.Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v.All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. <u>Term.</u> The work under this Agreement shall commence [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. <u>Timely Work</u>. Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.



- C. Project Schedule. If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may, from time to time, by Amendment, after the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. Notice to Proceed. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

A. <u>Listed Employees and Subconsultants</u>. Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".

B. Substitution of Employees or Subconsultants:

- i.Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
- ii.lf, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
- iii.Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. <u>Sub-agreements with Subconsultants</u>. Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. Not an Agent of the City. Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do



anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. Independent Contractor:

- i.Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii.No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

A. <u>City's Project Representative</u>. The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

	Name:		
	Title:		
	Address:		
	Telephone:		
	Email:		
B.	Consultant's Project Manage Name: Title: Address:	Project Manager. Consultant appoints the person or for the purposes of this Agreement ("Consultant's	n named below as its e Project Manager").
	Telephone:	· · · · · · · · · · · · · · · · · · ·	

Email:	ē	
Cilian.		

- C. <u>Meet and Confer</u>. Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. Communications and Notices. All communications between the City and Consultant regarding this Agreement, Including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (Including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold hamless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

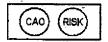
- A. <u>Commercial General Liability Insurance</u> including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. <u>Professional Liability Insurance</u> with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. <u>Automobile Liability Insurance</u> covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

E. Other Insurance Requirements:

- i.All insurance required under this Agreement must be written by an Insurance company either:
 - admitted to do business in California with a current A.M. Best rating of no less than A:V;

or

- 2. an Insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
- ill. The general liability and auto policies shall:
 - Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).



- 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
- 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
- Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- Iv.Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v.Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SiR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii.Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within



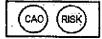
EXHIBIT A

California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. 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. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. <u>Available Information</u>. The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. <u>City Resources</u>. The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely mariner as reasonably required by Consultant. To the extent that the City falls to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. <u>Obligations of Consultant</u>. No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.



10. OWNERSHIP AND USE OF MATERIALS

- A. Ownership of the Materials. All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (If purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. No Patent or Copyright Infringement. Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. <u>Delivery and Use of the Materials</u>. All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. <u>Survival of Ownership and Use Provisions</u>. It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. <u>Additional Copies</u>. If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

A. <u>No Disclosure</u>. Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may

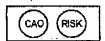


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acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.

B. California Public Records Act. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

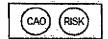
All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question,
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.



13. DISPUTE RESOLUTION

- A. <u>Dispute Resolution Procedures</u>. The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. <u>Negotiations</u>. First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. Mediation. If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. <u>Legal Action/Claims</u>. Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

14. TERMINATION OF AGREEMENT

- A. Termination for Cause or Default. The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
 - i.Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii.Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;

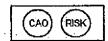


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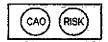
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to:
- iv. Falls to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement, or
- vi. Otherwise violates any provision of this Agreement.
- B. <u>Termination for Convenience</u>. The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. Steps after Termination:

- LUpon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
 - Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- Ill.In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or



misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. <u>Non-discrimination</u>. During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of 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 and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. <u>Acceptance of Services Not a Release</u>. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. <u>Force Majeure</u>. Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. <u>Headings</u> The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. <u>Entire Agreement</u>. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. <u>Conflict between Agreement and Exhibits</u>. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. <u>Multiple Copies of Agreement</u>. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is

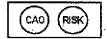


EXHIBIT A

the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

- Authority. Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. <u>Severability</u>. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. <u>Non-exclusive Agreement</u>. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. <u>Assignment of Interest</u>. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. <u>City Business License</u>. Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. <u>Laws</u>. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CONSULTANT
Consultant Signature
Printed Name
Title

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Consultant Legal Company Name

Exhibit "A" Exhibit "B" Request for Proposals Proposal Exhibit "C" Exhibit "D" Fee Schedule Project Schedule

Key Employees and Subcontractors Exhibit "E"

ATTACHMENT C

FORMAT AND CONTENT OF PROPOSAL

For On-Call Construction Management and Inspection Services for Projects within the City of Monterey

Five (5) bound copies of the proposal are to be submitted along with one (1) electronic copy of the proposal on a CD in one envelope. The outside cover should state the firm's name and the title: "Proposal to Provide On-Call Construction Management and Inspection Services for Projects within the City of Monterey." Two (2) copies of the cost proposal with fee schedule shall be enclosed in a <u>separate</u>, <u>sealed envelope</u> clearly labeled "Cost Proposal."

The required information shall be included in the text of the proposal and shall be presented in the order indicated. The submissions are subject to a limitation of twenty-five (25) pages, including the cover letter. Additional information such as Exhibits (which will not count against the page limit) may be attached. The City of Monterey makes no assurance that any non-requested additional information in Exhibits will be reviewed.

The proposal should be indexed and tabbed according to the following sections. Information to include in each section is as follows:

Content

Section 1 - The Firm:

Provide one of the following:

- A <u>small</u> company brochure, if available, or excerpts from a larger brochure, which focus only on the services under consideration in the proposal.
- (2) If the firm does not have such a brochure, prepare and include a <u>brief</u> (not to exceed three pages) narrative that focuses on the services under consideration in the proposal. Also include a description of the firm's staff size and makeup (by discipline type), in the office or offices in which the firm would propose to perform the work.

Section 2 - Proposed Approach:

A concise introductory section describing the size and makeup of the team performing the work and the approach recommended to perform the work. The approach should identify: How the firm proposes to manage Public Sector Projects through all phases of development (1 page max); how the firm will manage the Schedule (1 page max); and how the Firm will manage total Project costs (1 page max).)

Please address the Scope of Work as presented but include other approaches, items or considerations you feel are warranted. Explain, in detail, any innovative approaches that might

EXHIBIT A

be used to carry out public sector projects and the firms experience in successfully implementing those innovations.

Provide three (3) examples of similar services the firm has provided for other entities. Briefly describe each scope, highlighting similarities to the proposed scope of work. Provide details in relation to the success of each example in relation to project delivery, schedule and budget. Provide client references for each of these consisting of name, address, and telephone number of the client project manager.

Submit remarks and suggestions to each of the scope of work items contained in Attachment A, "Proposed Scope of Work". Other recommended tasks not listed in the proposed scope of work should be listed and explained.

Section 3 – Resumés of Key Personnel: Include resumés for all key personnel identified above, clearly stating where each individual works.

Section 4 – Cost Proposal/Fees: Two (2) copies of the firm's cost proposal with fee schedule shall be enclosed in a <u>separate</u>, <u>sealed envelope</u> clearly labeled "Cost Proposal."

EXHIBIT A

ATTACHMENT D

TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECTS WITHIN THE CITY OF MONTEREY

THE FOLLOWING REFERENCE DOCUMENTS AVAILABLE ONLINE

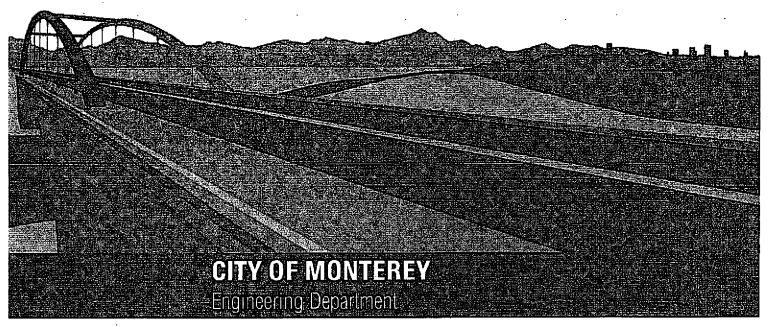
-City of Monterey Capital Improvement Program and Neighborhood Improvement Program 2014/2015

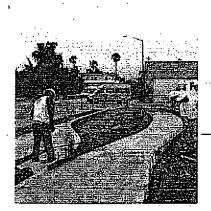
http://monterey.org/Portals/1/peec/nip/2014-15CIPNIPManual.pdf

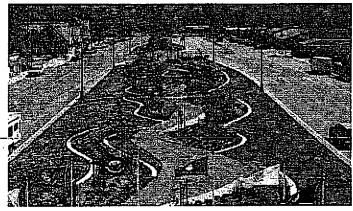
-Capital Improvement Program Master Project List

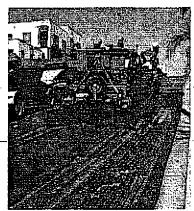
http://monterey.org/Portals/1/pdfs/Master Project List.pdf











BHOROKALEGIK

On Call Constituction Management and Inspection Services.

to Projects Within the City of Monterey.

mins engineers, inc

25 San Joan Grade Road, Spite 105





GIMTY 180023 Agreement # Ag 4728 - Rage 48 of 87

7.005.7 Phone





Ph 831,242,0058 F 805,692,6931

March 6, 2015

Steve Wittry, PE, Principal Engineer City of Monterey Engineering 580 Pacific Street, Room 7 Monterey, CA 93940

RE: Proposal for On-Call Construction Management and Inspection Services

Dear Mr. Wittry:

Thank you for the opportunity to submit this proposal to provide On-Call Construction Management and Inspection services for the City of Monterey (City). MNS Engineers, Inc. (MNS) provides quality infrastructure consulting services to the transportation and government service markets throughout the Central Coast, specializing in the core services of construction management, civil engineering, and land surveying. As a leading construction management firm, MNS specializes in serving California public agencies and serves on numerous similar on-call contracts as well as multiple, large-scale Caltrans contracts. A depth of staff resources and a reputation for successful project delivery and agency coordination are just some of the reasons that public agencies count on MNS for pre-qualified consulting services year after year.

MNS is pleased to present our qualified team to provide these key advantages:

- Professional and Qualified Team. Leading the MNS team, Principal-in-Charge, Greg Chelini, PE, and Project Manager, Paul
 Greenway, PE, have over 50 years of combined experience in the construction and project management of public works projects.
 Additionally, both Greg and Paul are experienced and knowledgeable with administering projects in the Monterey County area.
 Moreover, our team of Construction Management (CM) professionals offers the City a depth of resources and enhanced expertise,
 management, and utilization in staffing the project. Our team has worked on similar projects and is familiar with the various permitting
 agencies and utility requirements as well as the needs and concerns of the local community.
- Experienced Staff. MNS staff is familiar with federal, state, and local funding sources, permitting, design, bidding, public
 coordination, contract administration, construction support, site inspection, and surveying. Our staff is cross-trained and experienced
 in providing the specialized services required for the City's upcoming projects. Our first-hand knowledge, coupled with a commitment
 to quality work and a vested interest in our local communities, will benefit the City.
- On-Call Experience. As a testament to our client relationships and quality of work, we have provided pre-qualified engineering services to numerous public agencies. The MNS team understands that our role is to work as an extension of the City to provide services on an as needed basis.
- Local Presence and Immediate Availability. Our team is locally based within Monterey County and is immediately available to support the City from our Salinas office. We are experienced with projects similar to the CIP projects, and we have the flexibility to meet various project needs.

In summary, MNS is confident that our uniquely experienced and qualified team will provide the City with quality services that meets the City's expectations and goals. We look forward to working with the City of Monterey. Please contact me with any questions you may have about our submittal at 805.896.9474 or gchelini@mnsengineers.com. Thank you for your consideration.

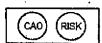
Sincerely,

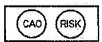
MNS Engineers, Inc.

Greg Chelini, PE

Vice President

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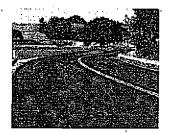


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Section 2	Proposed Approach	, 3
Section 3	Resumes of Key Personnel	13
Appendix A	Contract Exceptions	A-1,

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Firm Qualifications

About MNS Engineers, Inc.

Established in 1962, MNS Engineers, Inc. (MNS) is a C-Corporation that provides quality infrastructure consulting services to the transportation, water resources, federal, and government service markets throughout California. Our topnotch reputation is built on strong client relationships, clear and direct communication, and quality services for over 50 years. We completely understand the technical, environmental, and regulatory aspects required for any project. We are experienced and knowledgeable with utility and multi-agency coordination.

Professional and Qualified Team

MNS understands the key to successful project delivery lies within our team. We have chosen this professional and experienced team to provide the City with quality results. Our team works with the following key objectives in mind:

- · Quality service and projects
- Time and budget efficiency
- Adherence to Quality Assurance/Quality Control standards
- · Constant communication
- Application of technical and practical expertise

Leading the MNS team is Principal-in-Charge, Greg Chelini, PE, and Project Manager, Paul Greenway, PE. Greg has over 27 years of experience in the construction management field, with over 12 years working for Caltrans as a Resident Engineer and Structures Representative. He has supported numerous projects in Monterey County, including the recently completed Castroville Boulevard Overlay project as well Schulte Road Bridge, Lonoak Road Bridge, El Rancho Way/Hyland Drive Storm Drain and Street Improvements, Arroyo Seco Road Bridge, Thorne Road Bridge, Sandholdt Road Bridge, among others.

Paul has over 24 years of experience managing the design and construction of public works projects; the past 20 of those years water in the past 20 of th

acted as the Deputy Public Works Director for Monterey County where he oversaw Design and Construction, as well as Project Development. He has worked closely with the City of Monterey and understands the City's needs and expectations.

Subconsultant Team

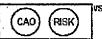
Kleinfelder will provide materials testing and special inspection services. With over 50 years of experience, Kleinfelder's commitment to providing innovative, common sense approaches to the most complex challenges has solidified its reputation as a trusted partner and true leader in the industry. As a provider of professional materials and engineering consulting services, Kleinfelder's breadth of expertise and range of services ensures their ability to serve the most demanding of jobs with the utmost attention to service while bringing value.

Firm Expertise

Construction Management and Inspection

A leader in construction management and inspection services, we offer the City a depth of staff resources and a reputation for success to meet budget and schedule goals. We have provided a qualified construction inspection team to ensure the City that the most experienced team members are available for the duration of the project. Our expertise includes:

- · Complete construction management
- · Construction inspection
- · Scheduling and CPM review
- · Construction phase surveying and staking
- · Contract administration
- · Constructability review
- SWPPP compliance
- . Multi-party and contractor coordination
- · Utility relocation and coordination
- · Regulatory agency coordination
- Environmental compliance and re-
- · Funding administration: local, stat



Additional Firm Services

As a full-service engineering firm, MNS also offers the following services:

- Civil Engineering (transportation/traffic and water resources)
- Municipal Services (development review, stormwater compliance, City Surveyor services, public works administration functions)
- Land Surveying (right-of-way engineering and construction surveying)

Transportation, Drainage, and Structures Expertise

MNS has managed construction and inspection for a number of small and large-scale roadway, bridge, drainage, water, and wastewater projects. We have also managed the construction of several parks ranging from a pocket park up to a large regional park of over 50 acres. The majority of our projects are federally funded, thus we have a deep understanding of the requirements in managing federally funded projects.

Our staff is crossed-trained and has the capability to provide inspection of several different types of projects, which gives the City more comprehensive inspection staff on its projects.

On-Call and Public Agency Experience

MNS has successfully provided On-Call Construction
Management services to the Monterey County and several
Cities within Monterey County; and provides on-call professional
services for numerous public agencies on the Central Coast,
including Caltrans. We also serve as City Engineer/Surveyor
to a few cities. This invaluable experience gives us a unique
project understanding and involvement from conception through
completion. In general, MNS is experienced with services such as
funding sources; permitting, design, bidding, public coordination,
contract administration, construction support, site inspection,
and surveying. Our extensive experience with projects of similar
scope will benefit the City of Monterey.

As a testament of our client relationships and quality of work, we have provided pre-qualified engineering on-call services to a sample of the following public agencies:

- Caltrans
- Cities of Monterey, Seaside, Greenfield, Gilroy, Bakersfield, San Luis Obispo, Atascadero, Buellton, Goleta, Santa Barbara, Carpinteria, Ventura, Simi Valley, and Santa Clarita

- Counties Monterey, San Benito, Tulare, San Luis Obispo, Santa Barbara, Ventura, Riverside, and San Bernardino
- . Transportation Agency for Monterey County

A depth of staff resources and a reputation for successful project delivery and agency coordination are just some of the reasons that agencies count on MNS for pre-qualified consulting services year after year.

Permitting and Coordination

Many of our projects require extensive coordination with permitting agencies. We have proven and recognized experience in coordinating projects that involve communication with multiple agencies, utility coordination, and permitting for environmental protection. Our staff is well-versed with the following requirements and procedures:

- Caltrans
- . US Army Corps of Engineers
- US Fish & Wildlife
- · California Department of Fish & Wildlife
- Regional Water Quality Control and Board (RWQCB)
- Watershed Protection Districts

Funding Administration

Because many of our projects are funded on the federal, state, and local levels, we model our procedures and financial database system in accordance with the Local Assistance Procedures Manual to meet funding and administration requirements.

In the last decade, we have administered over \$500M in programmable money. To date, all our federally-funded projects have successfully passed their federal audits. We have significant experience with projects funded by the following entities:

- · Federal Highway Administration (FHWA)
- · American Recovery & Reinvestment Act (ARRA)
- . Proposition 84 Funding
- Highway Bridge Replacement & Rehabilitation (HBRR)
- Statewide Transportation Improvement Program (STIP)
- · Local City/County Measures

Table 1. Additional Firm Information

Firm Staff Size and Discipline

Construction Management = 30 Civil Engineering = 20 Land Surveying =10

Office Where Work Will Be Performed

Salinas, CA San Luis Obispo, CA

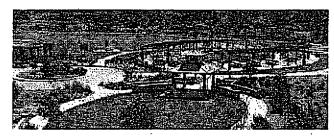
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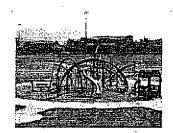


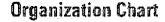


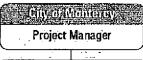
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MNS Engineers, Inc.

Project Manager

Paul Greenway, PE

Construction Management

Principal-in-Charge Greg Cholini, PE

Land Surveying Principal Surveyor Fred Tica, PLS

Resident Engineer/ Construction Manager Bill Callaghan, PE, QSD/QSP Aaron Hilton, PE, QSD/QSP Kim Lindbery, PE Willy Nowotny, PMP Dean Russu, PE Michael Zen, PE Construction Inspector
Craig Caballero
Robert Carnes
Craig Fraki
Garret Hilton
Phil Lemmon
Taylor Merlo, EIT
Joe Ruzicka
Ken Shaner
Craig Snell, QSD/QSP
Donald Spates
John Stage

Meterielsdesting Kleinfelder Andi Bord, EIT

Resource Management

Prompt and Timely Availability of On-Call Team Members. MNS is contracted to several agencies to provide on-call inspection services and we understand the need for prompt and timely response to provide the required personnel to meet the specific needs of the project. Our philosophy to meet these needs is simple—understand the expectations of the City and maintain consistent communication with the City's Project Manager to anticipate the potential need for additional staffing on the various projects. As Project Manager, Paul Greenway, PE, will maintain a schedule/matrix of available staff to meet the upcoming needs of the City. By keeping this matrix updated and keeping in touch with the City's Project Manager, Paul is able to plan ahead to assign the staff that is best fit for the project from start to finish, and provide the City with timely and qualified staffing needs as they arise.

A few of our current projects include Caltrans District 5 On-Call Inspection Services; Caltrans District 7 On-Call Inspection Services; Eigleberry Street Water Main Replacement and Resurfacing project; Los Carneros Road Overhead project; and Supplemental Water project. The on-call projects are on an "as-needed" basis and the other projects are scheduled to be completed within the part purple of months for the available to me and the City's project needs.

(CAO) (RISK)

Key Staff

Greg Chelini, PE-Principal-in-Charge

Professional Engineer, CA No. 48181 Years Experience: 27 BS Civil Engineering, Cal Poly San Luis Obispo, CA

As Principal-in-Charge, Mr. Chelini will provide overall contract management, focusing on coordination with the City's Project Manager, technical oversight, and quality control. Greg is responsible for supporting the construction management team and the City with any needs for the project.

Greg has over 27 years of experience in the construction management field, with over 12 years working for Caltrans as a Resident Engineer and Structures Representative.

Paul Greenway, PE-Project Manager

Professional Engineer, CA No. 52341 Years Experience: 24
BS Civil Engineering, University of Michigan, MI
BA Economics. University of Michigan, MI

Mr. Greenway has over 24 years of civil engineering experience in public infrastructure projects including roads, bridges, buildings, storm drains, water systems, and land development entitlement processing. Prior to MNS, Paul served as Assistant Director and Road Commissioner for the County of Monterey Department of Public Works. His responsibilities in executive management included managing teams of staff and consultants to prepare engineering reports, cost estimates, plans, specifications, and construction administration and management. During his tenure with the County of Monterey, Paul has worked on projects with a combined value of \$300M.

Bill Callaghan, PE, QSD/QSP—Resident Engineer

Professional Engineer, CA No. 84285 Years Experience: 26

BS Civil Engineering, Stevens Institute of Technology, NJ

Mr. Callaghan has a depth of experience in a variety of engineering and construction management projects, including highways, interchanges, pavement rehabilitation, street beautification, drainage, water and sewer pipelines, and park facilities as well as private development plan review. Bill understands the administration of projects that have multiple funding sources, such as federal, state, and local funds. He brings a practical approach to supervision of complex projects. He has also been involved in the review and approval of Water Pollution Control Plans and Storm Water Pollution Prevention Plans for various projects.

Michael Zen, PE—Resident Engineer

Professional Engineer, CA No. 54768 Years Experience: 18 BS Civil Engineering, University of Utah

Mr. Zen has over 18 years of significant professional experience in highwayacrestricting contract and page 157 of 57 has

worked on local public infrastructure projects managing the construction of state and federally funded roadways, bridges, and support facilities, and previously worked as Resident Engineer for Caltrans. Similar project experience in the area includes the State Route 25 Safety and Operational Improvements and Willow Road Bridges and Interchanges projects.

Craig Caballero—Construction Inspector

Years Experience: 29

Shoring design and safety, Confined space testing and safety, URC; Traffic control and safety, American Traffic Safety Services Association; Uniform Building Code, Architecture, Construction Management, Cuesta College

Mr. Caballero has over 29 years of experience in the construction field as an inspector, designer, builder, and estimator for all phases of and public improvement projects, residential, and commercial projects. Craig has performed land surveying, design and drafting, soils sampling and testing, construction and inspection of earthwork excavation for public and private roads, AC paving, traffic control, retaining walls, pipe lines, large drainage systems. He has also served as project inspector for public works projects including roads, storm drains, underground utilities and pipeline construction. He is familiar with Caltrans and Greenbook methods and procedures.

Ken Shaner—Construction Inspector

Years Experienco: 34

Soils inspection and Engineering Construction Specifications, California State University, Long Beach, CA

Mr. Shaner has over 34 years of experience in construction management and inspection, with a strong background in roadway/highway, water/sewer system, and utility relocation projects. Ken spent over 20 years as a public works inspector, developing expertise in a diverse range of public works projects including roadways, bridges, flood control improvements, and wastewater facilities. Ken is highly skilled in crew supervision and project coordination between clients, utilities, contractors, and local public agencies and Caltrans. Ken recently provided construction inspection on the Prunedale Improvements Project for Caltrans, and the Eigleberry Water Main Replacement and Street Resurfacing project for the City of Gilroy.

And Bord EIT Materials Testing

Engineer-in-Training, CA No. 147700 Years Experience: 6 MS Forest Engineering, Oregon State University, OR BS Forestry, Humboldt State University, CA

Ms. Bord has managed a variety of projects for various infrastructure improvements during both the design and construction phases of projects. Andi's project portfolio includes geotechnical investigations and materials/special inspection projects for roads and bridges; military can be systems; retaining walls; commercial (CAO) (RISK) onal



facilities; and healthcare institutions. Scopes of her various geotechnical projects have included slope stability, lateral earth pressure, settlement, and bearing capacity evaluation. She has experience in managing geotechnical engineering and materials/ special inspection projects in the Bay Area including the Monterey Peninsula. Andi brings strong customer service and management skills to the Kleinfelder team and will serve the City of Monterey to ensure their needs are met, as well as acting as a liaison for the City if necessary during this project.

Construction Management Approach

As City of Monterey's (City) representative for this on-call contract, we consider ourselves to be an extension of the City—fulfilling your needs is our objective and protecting your interests is our mandate. We work to build quality relationships on the foundation of exceptional service and responsiveness. In doing so, we feel we can better represent the City's interest and ensure the successful completion of projects on time and within budget.

We approach every project with an attention to detail and an understanding of the overall goals of the project. We implement a hands-on approach that promotes working towards a successful project to meet the contract requirements as well as the City's expectations. Coordination and communication with local agency personnel, utilities, design engineer, contractors, and the many other stakeholders involved in the project is critical. The Project Manager is responsible for managing the overall project. The Project Manager will assign appropriate staff depending upon the overall need of the project.

Our general approach is based on years of experience managing construction projects for public agencies. Communication with all team members is key to a successful project. Looking ahead and addressing items proactively will help minimize impacts to the public and lead to successful projects by staying on schedule and within budget. MNS is also familiar with the Caltrans Local Assistance Procedure Manual (LAPM) for federally funded and the administrative process which provides added efficiency in managing projects. Our approach to providing construction management services for public works construction projects can be categorized into three separate tasks:

- Pre-Construction Phase
- Construction Phase
- Post-Construction Phase

MNS will provide the general Scope of Work outlined in the RFP with an emphasis on coordination and communication with the project stakeholders including the public; accurate, timely, and thorough document control including submittals/RFIs/CCOs/Pay Estimates; permit compliance; daily inspection and material verification to ensure compliance with the project documents and City sta/Agreement #: Ag-4728 - Page 58 of 87

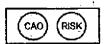
Quality Assurance/Quality Control (Schedule and Cost Control)

MNS considers quality control to be the backbone of the services it provides. MNS has developed an internal Quality Assurance/ Quality Control (QA/QC) system that is implemented on all projects. Implementation of this system has resulted in all MNS-managed construction projects successfully passing federal and state audits for funding reimbursement and timely closeout with project agencies.

Each project team member is responsible for quality assurance and quality control; it does not lie on just one individual. Each member of the CM team is responsible for reviewing their documentation on a consistent basis and adhering to the procedures and requirements set forth in the contract documents. For each project, MNS designates a QA/QC Manager that will be responsible for performing independent reviews of the project records and project site to ensure compliance with the contract documents.

For this on-call contract, Paul Greenway, PE, will act as the CM DA&QC Manager. As the first order of work, Paul will meet with the City and incorporate any additional QA/QC procedures or requirements as required by the City into a project-specific QA/QC plan as needed for each project. The project document controls system will be set up at the beginning of the project. During the construction, the assigned Resident Engineer will independently review the project records on a routine basis. MNS will perform third-party audits of the project records and the work in the field to ensure compliance with the City's policies and procedures.

A few of the areas that are checked for completeness and accuracy as part of the reviews include: project daily reports; CCO, RFI, submittal, and material logs; certificates of compliance; pay quantities; project schedule and costs; labor compliance; and correspondence. Any outstanding items are noted such as a list of any areas that are missing information, need updating, or require special attention. The items are reviewed and discussed with the Resident Engineer and Inspector with a timeline established to correct any deficient items. Any new procedures, requirements, or standards that may need to be incorporated into the project are also discussed at this time. We have found that performing these independent reviews and implementing these quality assurance and quality control procedures results in a quality project that meets all the requirements of the contract documents and efficient closeout of the project.



Schedule Control

MNS uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The development of an accurate, detailed, and realistic baseline schedule is critical for a successfully implemented and managed schedule. Primavera P6 is one of the primary tools that we use to analyze the Contractor's schedule. We realize that not all projects may require the Contractor to use P6 for its scheduling, but for larger projects we recommend that the specifications require the Contractor to utilize P6 in providing the baseline schedule as well as schedule updates.

As one of the first items of work, MNS reviews the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties are examined for accuracy and constructability. The schedule logic and activity durations will also be analyzed to ensure the Contractor is not using float suppression techniques. Schedule float is a valuable resource to the City as well as the Contractor. Our review ensures the Contractor produces a logical schedule that accurately depicts the project work items and adheres to the convention that float is jointly owned and is a resource to be made available to the City and the Contractor on a "first come first served" basis.

The Contractor will be required to correct any discrepancies prior to the baseline approval. Baseline schedule review will verify the following:

- Baseline schedule adheres to the contract specifications
- Schedule includes activities for ordering and delivery of materials
- · Milestone dates meet the overall project schedule
- Schedule considers permit and utility working window constraints
- · Relationships and durations are appropriate and realistic
- Critical and near critical path activities

MNS will remind the Contractor that the schedule is a living document that must be accurately updated and proactively used as a management tool. The contract documents and/or the Resident Engineer will require monthly Critical Path Method (CPM) updates, which will be reviewed for approval. Should the project begin to slip, the Contractor will be requested to submit a Recovery Schedule showing their plan to get the project back on track. Early coordination with the utilities in the pre-construction phase and continuing through construction will help to minimize the potential for utility delays. Daily communication with the Contractor; consistently monitoring the work and the schedule; looking ahead to future activities and milestones; as well as anticipating, evaluating, and resolving issues in a timely manner will help prevent potential delays that are critical to maintaining the project schedule. Monthly updates will look for the following: Agreement #: Ag-4728 - Page 59 of 87

- . Any added or deleted activities
- Actual starts and finish dates are accurate
- CCOs and time delays have been incorporated into the schedule
- · Critical path and total float

A three-week look-ahead schedule is an important tool that will be required from the Contractor, and which will be reviewed at the Weekly Project Meeting. This will assist in managing the Contractor's progress, discuss upcoming work, and allow our team to coordinate and schedule required inspection, submittals, survey, public outreach, and materials testing. The Contractor will also be issued a Weekly Statement of Working Days to document the progress of the work and the number of working days expended The three-week look-ahead schedule will also be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool. The MNS approach involves checking the record schedule for activities with start dates that were not started during the review period. This is a proactive way to flag potential delay issues for further discussion.

The MNS team has extensive experience in dealing with changes from Owner-initiated changes, unforeseen conditions, utility relocations, weather, environmental impacts, and other unanticipated issues. The Contractor will be required to submit a time impact analysis for any issue with the potential to delay overall progress of work. MNS will seek ways to mitigate any potential delay as a first course of action. We maintain an ongoing partnering approach between all stakeholders. This enables creative solutions to potential delay issues as they arise. A team approach to delay mitigation can involve such things as expedited submittal review, re-sequencing of work, and other measures requiring participation from each member of the team. MNS strives to foster an ongoing positive working relationship between team members to facilitate creative time management solutions.

Cost Management

Cost control as well as schedule are the key components in managing a successful project. Costs are carefully managed through several methods to contain expenditures within the project budget. MNS aggressively pursues cost savings measures and seeks to identify and implement cost-reducing opportunities throughout the project. We find an important element to maintaining overall project costs is ensuring the CM team has a thorough understanding of the work and is experienced in administering and inspecting similar types of projects. Two primary methods for managing cost are as follows: First, we will track the value of the completed work to ensure accurate and detailed monthly progress hillion by the Contractor.

RISK





Secondly, we will proactively manage needed changes and the change order process.

The project's document control system tracks and monitors the actual construction costs on a project. The tracking of contract item quantities, item overruns and underruns, and the impact of price index fluctuations payments, is incorporated into the progress payment spreadsheet to keep a running and up-to-date accounting of what has been paid and what remains to be paid. The inspector will prepare quantity calculations for each item of work to accurately account for the payment of item quantities. Tracking actual item totals against the estimated item quantities is important to tracking and forecasting actual and estimated costs. Also, the monthly progress billing will be tied to the construction schedule. Each month the Resident Engineer and Inspector will review the costs in relation to the updated schedule to determine a rate of expenditure. This process will ensure the owner is accurately billed for completed work on a monthly basis and helps with projecting upcoming costs by effectively monitoring the overall project costs and schedule.

Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be reviewed and managed by MNS before sending a recommendation to the City. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting. If the Contractor makes a changed condition claim the Resident Engineer will promptly investigate the claimed condition. After consultation with the City, and the Design Engineer if needed,

a determination will be made as to the validity of the claim. If a valid claim is made, MNS will immediately request the Contractor to submit pricing of the change for review. Depending upon the nature of the change, daily time and material records will be kept so the Contractor can proceed without delaying the work. Time and material records will be available for pricing in the event a negotiated price cannot be reached.

Contract change order payments, extra work, supplemental work, are tracked throughout the project. The project contingency balance is verified as part to the monthly progress pay estimate review and as well as when writing any change orders. The Resident Engineer assigned to the project will work closely with the City's Project Manager, the Design Engineer, and the Contractor to resolve all change orders and or disputes in a timely and cost effective manner. MNS will use its extensive change management experience to proactively manage the work with an emphasis on minimizing any additional costs to the City.

The \$20M Willow Road Interchange, which MNS provided construction management services, is a recent example that demonstrates our approach to effective cost and schedule control. This was originally a two year project with a very tight budget. Through close management of the budget and by proactively looking ahead at upcoming work items, we were able to proactively identify and resolve potential issues as well as implement project alternatives that minimized cost and schedule impacts and ultimately resulted in the project being completed six months ahead of schedule and under budget.

Project Experience

Eigleberry Street Water Main Replacement and Resurfacing, Gilroy, CA



Date: 2014-present

Client: City of Gilroy

Reference: Ian King, Project Manager

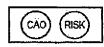
523 Old Gilroy Street, Gilroy, 95020

408.846.0413

Summary: This project installed approximately 1,300 linear feet of a new 8-inch DIP water line in two separate sections; the first began at a hot-tap tie-in at Sixth Street with a tie-in to an existing 8-inch waterline at Seventh Street and the second involved installing new piping at a connection to the existing 8-inch waterline at Eight Street with a tie-in to the existing line at Ninth Street. Additional construction elements included installing new fire hydrants and water service laterals along Eigleberry Street between First and Ninth Streets.

MNS provided construction management and inspection, including project supervision, roadway inspection, schedule control, construction records, safety, labor compliance/EEO management, change orders, quality assurance, claims, and traffic safety.

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Currently, MNS is providing construction management and inspection for the Eigleberry Street Resurfacing project, which involves 3,600 tons of removing and replacing hot mix asphalt, 10,400 square yards of concrete profiling grind, various quantities of minor concrete work, 24 curb access ramp upgrades, thermoplastic striping, thermoplastic marking, and utility adjustments. This federally-funded project completes the Eigleberry Street project.

Similarities to scope: Monterey County experience, local street, residential, federally-funded, public outreach, traffic control.

Performance: Completed the water main replacement on time and budget. Completing the resurfacing project on time and budget.

Coe Avenue Street Improvements, Seaside, CA



Date: 2011-2012

Client: City of Seaside

Reference: Timothy O'Halloran, City Engineer

440 Harcourt Avenue, Seaside, 93955

831.899.6825

Summary: This \$1.5M roadway widening project provided a new Class II bikeway and new sidewalk, curb and gutter along Coe Avenue in the City of Seaside. This project included: 6,500 cubic yards excavation; 7,200 of curb and gutter; 1,000 feet of 24-inch HDPE 8-feet to 12-feet in depth; SDMH and SSMH; CMU structural retaining walls; 5,500 tons HMA mainline paving; 500 tons trench paveback; thermoplastic striping and markings; Type 1 slurry coat; removal of 30, 36-inch to 96-inch by 90-foot to 150-foot high Eucalyptus trees; and daily traffic control. MNS provided construction management and inspection services.

Similarities to scope: Monterey County experience, local street, residential, federally-funded, public outreach, traffic control.

Performance: Completed on time and budget.

El Rancho Way/Hyland Drive Storm Drain and Street Improvements, Monterey County, CA



Date: 2012

Client: County of Monterey

-Reference:--- Nick Nichols, Project Manager-

168 W. Alisal Street, Second Floor, Salinas, 93901

831.755,5386

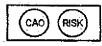
Summary: This \$1.8M project featured storm drain and street improvements at El Rancho Way and Hyland Drive in Boronda. Construction elements included relocating the sewer main, new storm drains systems (12-inch, 18-inch, 30-inch, and 36-inch) and manholes; installing a stormwater treatment system and sewer and facilities; reconstructing the entire roadway section on several streets; and constructing curbs and gutters, retaining walls to accommodate new sidewalks, residential driveways, and new fencing. Additional elements included structural section, including removal of the existing section and replacement with HMA over CI-2-AB, thermoplastic striping and pavement markers; removal of unsuitable material at subgrade; and relocation of the PG&E conduit. Important aspects of this project included traffic control and public outreach.

MNS provided construction management and inspection, including project supervision, roadway inspection, schedule control, construction records, safety, labor compliance/EEO management, change orders, quality assurance, claims, and traffic safety.

Similarities to scope: Monterey County experience, local street, residential, federally-funded, public outreach, traffic control.

Performance: Completed on time and budget.

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Additional Project Experience



Prunedale Improvements Project Caltrans

2011-2014

The \$75M construction project was built in several stages and spans four areas along an eight mile stretch of US 101. This project constructed three new interchanges/overpasses along US 101 through North Monterey County at Russell/Espinosa, Blackie/ Reese, and Crazy Horse Canyon/Echo Valley Roads. The project eliminated several at-grade intersections, having left- and right-hand turn lanes and closed all median openings with concrete barrier. Additional Improvements were made to the San Miguel flyover and to local roads throughout the corridor to improve access and local circulation.

The PIP was a challenging project that involved realigning several miles of US 101 while raising the profile grade over eighteen feet; extending and realigning existing frontage roads. It also included the constructing eight new cast-in-place, post-tensioned, box girder bridge structures; one existing bridge widening; six concrete and/or soil nail and soldier pile retaining walls; miles of sound walls; and five reinforced box culverts. Construction of several interchanges occurred concurrently at various locations, which required constant coordination with the Structures and District staff, and between the ongoing operations, local agencies, and the public. The project also required special attention to environmental permits. MNS provided construction inspection services. Winner of the APWA (Monterey Chapter) Project of the Year in its category.



State Route 25 Safety & Operational Improvements
Council of San Benito County Governments
2008-2010

This \$12M safety and operational improvements project consisted of widening 4.9 miles of State Route 25 and modifying existing access roads. MNS provided construction management and inspection services for the project. Project elements included multiple staging and traffic control, roadway excavation, extensive earthwork and grading, drainage, AC paving, lighting/electrical, striping, landscaping and irrigation. In addition to extensive SWPPP measures, there were several environmentally sensitive areas within the project. The highway runs through several farms and required coordination and constant communication with the property owners so as not to disrupt their operations. This project was constructed within the Caltrans right of way under Caltrans oversight. It required close coordination with Caltrans and was administered in accordance

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with Caltrans Local Assistance Methods and Procedures. Funded by local redevelopment and Proposition 42 funds.



Schulte Road Bridge County of Monterey

2012-2013

This \$3M bridge replacement project involved the construction of a new two-span, 200 ft long, cast-in-place, post-tensioned box girder bridge, and associated roadway approach improvements over the Carmel River. The bridge was constructed in multiple stages to accommodate traffic. The bridge was founded on steel piles at the abutments and 4'-6" CIDH piles at Bent 2. Construction of the bridge was limited to the summer months due to permit requirements. MNS assisted the County with construction of the bridge including falsework, shoring, working drawing review; submittal and RFIs; inspection; and SWPPP support. MNS provided construction management and bridge construction support services. Winner of the APWA (Monterey Chapter) of Honorable Mention in its category.



Lonoak Road Bridge County of Monterey

2011-2012

This \$1.5M project involved roadway reconstruction and replaced the existing bridge and over Lewis Creek which connects King City and US 101 to State Route 25. Construction elements included a 152 foot, two-span, cast-in-place reinforced posttensioned concrete box girder bridge with wing walls, five foot columns, five foot cast-in-drilled-hole concrete piling, class 900 piles, Type B joint seal assembly, and Type 7.32 barrier. Additional project elements included construction of a detour road prior to bridge removal, new roadway construction; earthwork; AC paying, drainage structures, MBGR, and traffic control. Located in an environmentally sensitive area, this project required strict enforcement of various permits, extensive coordination with the County and the Department of Fish and Wildlife, and SWPPP compliance. This federally funded project was administered in accordance with the Caltrans LAPM and Caltrans methods and procedures. MNS provided construction management and inspection services.



Castroville Boulevard Overlay County of Monterey

2011-2012

This \$1.2M project consisted of mainly a Hot Mix Asphalt (HMA) (Type A) overlay of Castrovill CAO (RISK) //as

overlaid with HMA (Type A) and required shoulder backing as part of the construction. The project involved 72,573 square yards of cold lane; clearing and grubbing; 104 tons of slurry seal; 10,212 tons of HMA (Type A); 8 tons of tack coat; raising utility covers; electrical inductive loop detector; and an additive alternative of 2,041 tons of HMA (Type A). An adjacent bike path—from approximately State Route 156 to Dolan Road—is located on the project site. The project also involved construction area signs, traffic control monitoring, job site management, and implementation of a Storm Water Pollution Control Plan (SWPPP). MNS provided construction inspection services.



Sandholdt Road Bridge County of Monterey 2005-2007

This \$8M project replaced a one-lane bridge with a two lane bridge over the Moss Landing Slough. Construction elements included a two-lane, six-span, 814 foot post-tensioned concrete box girder bridge structure, founded on 6 foot diameter CISS concrete piling; realignment of existing roadway, including curb and gutter street lighting; landscaping; grading; AC paving; and utility relocation enclosed through the bridge, including communication, water, and sewer. Located in one of the most environmentally sensitive areas in California, this project required significant coordination with permitting agencies such as the Department of Fish & Wildlife and the US Army Corp of Engineers. MNS provided construction management and inspection services.



State Route 1 Widening at Harmony County of San Luis Obispo

2008-2009

This \$1.2M roadway improvements project was located on Highway 1 in Harmony. This project replaced and widened one mile of northbound and southbound shoulders as well as constructing a new left-hand turn pocket. Construction elements included extensive embankment fills and slope excavation, grading, multiple drainage structures, asphalt paving, traffic control, striping, erosion control, and planting. The project also included the protection of multiple ESAs. This project was located within the State Right of Way and was administered per Caltrans methods and procedures. MNS provided construction management and inspection services.



Willow Road Interchange County of San Luis Obispo 2010-2012

This \$20M project extended Willow Road east from Hetrick Road to US 101, constructed a new US 101/Willow Road interchange, and constructed Willow Road from US 101 to Thompson Avenue. Additional construction elements included two cast-in-place, post-tensioned, box girder bridges; two sets of on and off ramps; construction of two new county roads; 250,000 cubic yards of earthwork; over 18,000 tons of HMA paving; four Type 1 retaining walls; post-tensioned tieback walls; extensive shoring; traffic signals; drainage systems; AC grinding; and traffic control. This project was divided into four stages to accommodate highway traffic and several utility relocations. Coordination with Caltrans, the County, utilities, and adjacent property owners was a significant part of the project. This project was constructed within Caltrans right-of-way and administered per the Caltrans Local Assistance Procedures Manual, MNS provided construction management services, including construction inspection and office engineering. This project was completed six months ahead of schedule and under budget.



Various Street Rehabilitation Projects City of Buellton

2000-present

MNS provided engineering design and construction management/inspection for nearly all of the City's pavement rehabilitation and concrete repair projects over the past 10 years, including overlays, reconstructions, ARHM sealcoats and chip seals, Types 1 – 3 starry seals, road widenings, new roadway designs, repairs to sidewalks, driveways, curbs and gutters, handicap ramps, cross gutters, and spandrels throughout the City. Projects involved coordination with Caltrans and federal and state funding administration. Sample projects include:

- Pavement Maintenance Program—First Street grind and overlay, and Central Avenue alley reconstruction
- Pavement Maintenance Program—Industrial Way, McMurray Road, Avenue of the Flags, and Ballard Canyon
- Pavement Maintenance Program—South Avenue of the Flags rehabilitation
- Citywide Pavement Rehabilitation and Striping
- · RDA Streetscape Improvement Project

MNS is providing civil engineering design; construction management and inspection; and construction surveying services.

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Camino del Remedio Road Storm Repair County of Santa Barbara

2006-2008

Winter storms washed out the existing roadway and embankment. This project was partially funded and overseen by California Emergency Management Agency (Cal EMA). Construction elements included constructing the roadway embankment and two soldier pile walls founded on 30-inch diameter caissons; installing a new drainage system; placing RSP at the toe of the slope to stabilize the creek embankment; AC paving; MBGR; and SWPPP implementation. Work along the creek required adhering to several environmental permits and requirements, including biological surveys and planting mitigation. This project was partially funded and overseen by the California Emergency Management Agency (Cal EMA). MNS provided engineering design, construction management and inspection, and land surveying services.

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Greg Chelini, PE

Firm: MNS

Principal-in-Charge

Years of Experience: 27

License: Professional Civil Engineer, CA No. 48181

Education: BS Civil Engineering, Cal Poly, San Luis Obispo, CA

Mr. Chelini has over 27 years of construction management and project management experience working for public agencies. Prior to joining MNS, Greg worked 12 years for the California Department of Transportation. His extensive work experience makes him highly qualified for supervision of staff on concurrent projects; administration of multiple projects; support of field staff; project team quality control; applying value engineering concepts to projects; consulting with various project players to facilitate efficient job progress and maintain the integrity of the project; coordination with public agencies; and maintaining project schedule and budget.

On-Call Construction Inspection Services, Caltrans Districts 5, 5/59, 6, 7, CA. Project Manager for several Caltrans On-Call Inspection Support contracts which include the Districts 5, 6, 7, and 5/59 (Structures). MNS provides construction inspection support services in those regions. Greg's responsibilities include coordinating with other team members, Caltrans Senior Engineers and Resident Engineers, inspection staffing, training, and administration.

Various Project, County of Monterey, CA. Principal Construction Manager for CM and inspection services for several projects for the County. All projects were administered in accordance with the Caltrans LAPM and Construction Manual.

- Arroyo Seco Road Bridge. This \$8M project constructed a new 6-span, 814-foot, post-tensioned, concrete box girder bridge over the Arroyo Seco River and realigned Arroyo Seco Road. Environmentally sensitive area required strict enforcement of various permits as well as project SWPPP.
- Sandholdt Road Bridge. This \$5M project replaced an existing bridge with 4-span, post-tensioned box girder bridge over a slough, multiple utility relocations, and reconstruction of Sandholdt Road with new facilities. Environmentally sensitive area required strict enforcement of the various permits as well as the project SWPPP.
- Crazy Horse Canyon Bridge. This \$1.2M project replaced the
 existing bridge over a creek with a unique pre-cast concrete
 arch structure; included realignment of the existing roadway
 and drainage improvements.
- Fontes, Addington, Boronda Storm Drain and Street Improvements. This \$1M project constructed new drainage improvements and replaced various street sections servicing a residential area.
- Castroville Boulevard Pedestrian/Bike Path. This \$2M project
 included reconstruction of sections of the existing bike path,
 as well as construction of two miles of new pathway. Project
 required utility coordination, paying, retaining walls, earthwork,
 traffic cAgreement of Aga4728 it Page 67 of 675 chool.

Paul Greenway, PE

Firm: MNS

Project Manager

Years of Experience: 24

License: Professional Civil Engineer, CA No. 52314

Education: BS Civil Engineering, University of Michigan, MI BA Economics, University of Michigan, MI

Mr. Greenway has over 24 years of civil engineering experience in public infrastructure projects including roads, bridges, buildings, storm drains, water systems, and land development entitlement processing. Prior to MNS, Paul served as Assistant Director and Road Commissioner for the County of Monterey Department of Public Works. His responsibilities in executive management included managing teams of staff and consultants to prepare engineering reports, cost estimates, plans, specifications, and construction administration and management. During his tenure with the County of Monterey, Paul has worked on projects with a combined value of \$300M.

Public Infrastructure Projects, County of Monterey, CA.

- State Route 68 at San Benancio Road Intersection Improvements, Monterey, CA
- . San Juan Road Safety Improvements and Overlay, Pajaro, CA
- Blackie Road Safety Improvements, Prunedale, CA
- San Miguel Canyon Road-Hall Road Traffic Signal, Prunedale, CA
- San Jerardo Cooperative Water System Improvements, San Jerardo, CA
- Toro Park Wastewater Feasibility Study
- Harris Road Overlay, Salinas, CA
- Blanco Road Overlay, Salinas, CA
- · Carmel Valley Road Overlay, Carmel Valley, CA
- Castroville Boulevard Overlay and Safety Improvements, Castroville, CA
- · Schulte Road Bridge Replacement, Carmel Valley, CA
- . Porter Drive Road Bridge Replacement, Pajaro, CA
- . Thorne Road Bridge, Soledad, CA
- Arroyo Seco Road Bridge Replacement, Soledad, CA
- · Sandholdt Road Bridge Replacement, Moss Landing, CA
- Pajaro Storm Drain Improvement, Pajaro, CA
- · Boronda Storm Drain Improvement, Boronda, CA
- · East Alisal Soil Remediation, Salinas, CA
- Reservation Road Emergency Slide Repair, Salinas, CA
- · Davis Road Bridge, Salinas, CA
- Peach Tree Road Bridge, King City, CA
- . Nacimiento Lake Drive Bridge, Bradley, CA
- . King City Pedestrian Bridge, King City, CA
- Castroville Pedestrian and Bike Bridge, Castroville, CA
- Moss Landing Bike Trail and Bridge, Moss Landing, CA
- · Elkhorn Road Tide Gate and Culvert Project, Las Lomas, CA



On-Call Construction Management and Inspection Services

Bill Callaghan, PE, QSD/QSPFirm: MNS

Resident Engineer

Years of Experience: 26

License: Professional Civil Engineer, CA No. 64285
Education: BS Civil Engineering, Stevens Institute of Technology

Mr. Callaghan has a depth of experience in a variety of engineering and construction management projects, including highways, interchanges, pavement rehabilitation, street beautification, drainage, water and sewer pipelines, and park facilities as well as private development plan review. Bill understands the administration of projects that have multiple funding sources, such as federal, state, and local funds. Bill brings a practical approach to supervision of complex projects. He has also been involved in the review and approval of Water Pollution Control Plans and Storm Water Pollution Prevention Plans for various projects.

State Route 154 Operational Improvements, Group II, Santa Barbara County Association of Governments, CA. Resident Engineer for this \$5M highway improvement project. The improvements consisted of constructing passing lanes, turn lanes, and pull outs on State Route 154. Construction included significant earthwork and grading, drainage structures, soldier pile wall, AC paying, striping, MBGR, SWPPP compliance, planting and irrigation, and traffic control. The project required coordination with SBCAG, Caltrans, and the US Forest Service.

Various Street Rehabilitation Projects, City of Buellton, CA. Assisted the City Engineer in the design of nearly all of their pavement rehabilitation projects over the past 10 years, including overlays, reconstructions, ARHM sealcoats, Types 1 – 3 slurry seals, road widening, and design of new roadways. He has also provided construction management as Resident Engineer for this annual rehabilitation program, including preparation and oversight of the development of the plans and specifications and bidding assistance. Projects include:

- Annual Pavement Maintenance Program. Bill is responsible for coordination with the Caltrans Local Assistance office regarding state and federal funding.
- Citywide Pavement Rehabilitation and Citywide Striping (\$700,000 construction cost)
- First Street City Alley Rehabilitation and Construction
- RDA Streetscape Improvement Project

Avenue of Flags Streetscape Improvements, City of Buellton, CA. This \$1.9M project consisted of the construction of sidewalk, installation of street and pedestrian lighting as well as landscaping, irrigation and landscape features. Additionally, the project included the installation of resin paving material for a pedestrian pathway. Bill was involved in the development of the grading and drainage design and the project specifications, including bidding assistance. Bill was responsible for the construction of the grading and drainage design and the project specifications, including bidding assistance. Bill was responsible for the

Aaron Hilton, PE, QSD/QSP Firm: MNS

Resident Engineer

Years of Experience: 24

License: Professional Civil Engineer, CA No. 75698

Education: BS Civil Engineering, Cal Poly, San Luis Obispo

Mr. Hilton has significant career experience working on transportation related projects. Aaron has provided on-site project management and supervision for a variety road and bridge projects. He has worked with many different agencies at the city, county, state and federal level, including Caltrans, EPA, California State Parks, Southern Pacific Railroad, US Army Corps of Engineers, and the California State Water Project.

State Route 150 Roadway Realignment and Rincon Creek
Bridge Replacement, Caltrans District 5, CA. This \$6M Caltrans
emergency project involved the realignment of over one half mile
of State Route 150 through an environmentally sensitive area,
and replacement of two bridges over Rincon Creek requiring
extensive dewatering and water diversion. Construction elements
included significant earthwork and grading, Class 2 base, AC
paving, MBGR, drainage, and SWPPP provisions. Aaron was
the Caltrans Inspector responsible for item quantities, tracking
extra work, daily diaries, change order tracking, and material
verification in accordance with the Caltrans Construction Manual.

Pitkins Curve Bridge and Rock Shed, Caltrains District 59, CA. This \$29M new bridge construction project along coastal State Route 1 constructed a cast-in-place segmental bridge combined with a rock shed. The complexity of this project led to many technical submittals that required approval through engineering analysis. Project included shoring and excavation, temporary trestles, on-site concrete batch plant, numerous working drawings, mass concrete placement, falsework, and post tensioning. Structures Representative whose responsibilities included falsework, trestle, and shoring design review and inspection; concrete mix design review, daily inspection; item quantities; tracking extra work; daily diaries; change order tracking; and material verification.

Camp Roberts Safety Roadside Rest Area, Caltrans District 59, CA. This \$7M, federally-funded Caltrans project in Monterey replaced two comfort stations with new ADA compliant restrooms and also included a CHP station complete with bullet resistant windows. The project was specifically designed to fit with the wine country theme of the surrounding area. Aaron provided daily inspection on the buildings and verified adherence to the specifications.

Los Carneros Road Overhead Bridge Replacement, City of Goleta, CA. Resident Engineer/Structures Representative on this \$6.3M project, which consists of removing and replacing the existing bridge over the Union Pacific Railroad tracks. Aaron is responsible for contract administration, the review and approval of working drawings, falsework and shoring plans, mix designs, inspection oversight, writing and traprocessing pay estimates. Aaron is a CAO RISK and responsible for coordinating with the

Kim Lindbery, PE

Firm: MNS

Resident Engineer/Construction ManagerYears of Experience: 21

License: Professional Civil Engineer, CA No. 50984

Education: BS Civil Engineering, Cal Poly, San Luis Obispo

Ms. Lindbery has significant career experience in project management for civil design and construction management, specializing in water resources and wastewater projects. Kim has over 21 years of experience in construction management for sewer and wastewater projects in particular. Kim was previously a Senior/Principal Engineer with the Contra Costa Water District, overseeing capital improvement projects with costs up to \$85M. She is well-versed with resident engineering, project inspection, public relations, hazardous materials, multi-agency coordination and environmental restrictions.

Supplemental Water Project, Nipomo Community Services District, CA. Construction Manager for this \$17M supplemental water project, which involves three separate construction contracts - Horizontal Directional Drilling (HDD) under the Santa Maria River, Blosser Road waterline, and construction of a new pump station. The project also upgrades the existing well disinfection systems by converting to chlorination to avoid water quality problems at the south end of the project. An 18-inch pipeline extension will be constructed along Blosser Road to the Santa Maria Levee. At this juncture, the pipeline will transition to a 24-inch HOD pipeline across the river; the 24-inch line will be constructed from the river basin up the bluffs south of the river, connecting to a 0.5 MG storage reservoir. The pumping plant consists of reinforced concrete structure founded on driven pile foundation. The project is being constructed within a highly sensitive environmental habitat requiring extensive coordination with permitting agencies.

Various Projects, Contra Costa Water District, CA. Senior/Principal Engineer responsible for contract administration, inspection and project staff supervision, plan and specification preparation and review, construction management, as well as public relations and partner liaison activities. Sample project experience included:

- Main Street Relocation. Installed new 16-inch PVC pipeline due to widening of I-680 by Caltrans for approximately 3,000 feet. Extensive coordination with Caltrans, the City and other utilities was required for relocation work as well as night work in a major artery and intersection.
- Multi-Purpose Pipeline. \$65M transmission main project included over 20 miles of 24-inch pipeline and a new pump station. Project included heavy environmentally sensitive areas and coordination with several Cities, the County, Caltrans, and the Naval Weapons Station.
- Port Chicago Pipeline. \$5M, 36-inch diameter transmission main approximately 11,000 feet. The pipeline was placed within a main arterial street requiring coordination with Caltrans, City, and County agencies as well as Naval Weapons Station. The project included jacking and horing under an existing canal and Agreement # Ag 4728 Page 69 of 87

Willy Nowotny, PMP

Firm: MNS

Construction Manager

Years of Experience: 32

Certified: Project Manager Professional, No. 1575372

Education: Master of Public Administration, the George

Washington University, D.C.

BS Political Science/Economics, Texas A&M

University

Mr. Nowotny is a seasoned construction professional with over 32 years of experience leading multidisciplinary teams in the successful completion of large complex water and wastewater projects. Willy's experience includes over \$38 in successfully completed projects. His extensive experience includes all aspects of the large capital project development processes from design management through project closeout. Willy served as the construction manager of the third set of locks of the Panama Canal. He is proficient in all alternative delivery methods including lump sum, design-build, and CMAR/GMP. His success in the industry is centered around the strong drive to provide the customer with outstanding results, on time and on budget. Willy's experience in team building includes both design and construction professionals.

Various Projects, City of Gilroy, CA. Project Manager responsible for construction management and inspection for the following:

- Eigleberry Street Resurfacing. This federally-funded project involves 3,600 tons of removing and replacing hot mix asphalt,
- .10,400 square yards of concrete profiling grind, various quantities of minor concrete work, 24 curb access ramp upgrades, thermoplastic striping, thermoplastic marking, and utility adjustments.
- Eigleberry Street Water Services and Water Line. This project installed approximately 1,300 linear feet of a new 8-inch DIP water line in two separate sections; the first began at a hot-tap tie-in at Sixth Street with a tie-in to an existing 8-inch waterline at _____. Seventh Street and the second involved installing new piping at a connection to the existing 8-inch waterline at Eight Street with a tie-in to the existing line at Ninth Street. Additional construction elements included installing new fire hydrants and water service laterals along Eigleberry Street between First and Ninth Streets.
- Sixth Street Improvements. This project involved a multi-dimensional scope; work included concrete demolition, concrete, irrigation, landscaping, roadwork, fiber optic repair, and LED light installation and repair. Improvements were made along the Sixth Street corridor between Monterey Street and Eigleberry Street. A portion of the fiber optic repair work extended beyond Eigleberry Street east to US 101.

Expansion of City of Tallahassee Water Recycle Facility, City of Tallahassee, FL. Project Director for this \$168M project. He increased budgeted gross profit from 6.5% to 8.5% using innovative contracting strategies and aggressive scheduling. His efforts to train and motivate the project team resulted in a true safety culture that enabled the project (CAO) (RISK)



On-Call Construction Management and Inspection Services

Dean Russu, PE

Firm: MNS

Resident Engineer

Years of Experience: 21

License: Professional Civil Engineer, CA No. 56076
Education: MS Structural Engineering, Stanford Univer

MS Structural Engineering, Stanford University BS Civil Engineering, Cal Poly, San Luis Obispo

Mr. Russu has extensive construction management and design experience including bridge structures, highways, local roads, utilities, treatment facilities, and major private building projects. At MNS, Dean is responsible for managing large construction projects, including multi-discipline and multi-agency coordination involving environmental, health and safety, utilities, and local agencies. He is experienced with Caltrans specifications and guidelines, state and federal funding requirements, and all phases of construction projects.

Rocky Creek Viaduct at State Route 1, Caltrans District 59, CA. Assistant Structures Representative on this 600-foot long viaduct constructed on State Route 1 spanning a landslide area along the coast of Monterey. With limited working area, the viaduct was constructed in multiple stages to allow for traffic during construction. The viaduct was founded on 66-inch CISS piles with 90-inch isolation casings; this project also included stepped drop-bent caps, PS/PC I-girders, soldier pile walls, and constructing a temporary trestle/working platform along the hillside embankment. Special consideration was required to construct the viaduct in a safe manner due to the remote and narrow location on State Route 1. Responsibilities included contract administration, inspection, falsework, shoring, field engineering, and working drawing review.

First Street Improvements and Bridge Replacement, City of King City, CA. Resident Engineer/Structures Representative for this \$5.6M project, which replaced an existing bridge with a three-span, 240-foot, post-tensioned concrete box girder bridge. This project Increased the existing roadway approach grades by over six feet, relocated an existing pedestrian walkway adjacent to the bridge, constructed multiple retaining walls, utility relocation, and included drainage, landscaping and irrigation. This project was administered per the Caltrans Local Assistance Procedures Manual. The project had several NOPCs related to permit and design delays. Dean was instrumental in analyzing the issues against the CPM schedule and negotiating a settlement to resolve the issues.

State Route 1 Widening at Harmony, County of San Luis
Obispo, CA. Resident Engineer for this \$1.2M project which
replaced and widened approximately one mile of the northbound
and southbound shoulders and constructed a new left-hand turn
pocket on State Route 1 near Harmony. Construction included
extensive embankment fills and slope excavation, grading,
multiple drainage structures, asphalt paving, traffic control,
striping, erosion control, and planting. The project also included
the protection of multiple ESAs. The project was within the State
right-of-way and administered per the Caltrans methods and
procedures.

Michael Zen, PE

Firm: MNS

Resident Engineer/Construction ManagerYears of Experience: 18

License: Professional Civil Engineer, CA No. 54768
Education: BS Civil Engineering, University of Utah

Mr. Zen offers the MNS team his significant professional experience in Highway Construction Contract Administration. Mike has worked on local public infrastructure projects managing the construction of State and Federally Funded roadways, bridges, and support facilities, and previously worked as Resident Engineer for Caltrans. Mike is fully experienced in Caltrans construction records and procedures as outlined in the Caltrans Construction Manual, Design Manual, Traffic Manual and current Standard Plans and Specifications.

State Route 25 Safety and Operational Improvements, Council of San Benito County of Governments, CA. Resident Engineer for this \$12M safety and operational improvements project that widened 4.9 miles of State Route 25 and modified existing access roads. MNS provided construction management and inspection services for the project. Project features included multiple staging and traffic control, roadway excavation, extensive earthwork and grading, drainage, AC paving, lighting/electrical, striping, landscaping and irrigation. In addition to extensive SWPPP measures, there were several environmentally sensitive areas within the project. The highway runs through several farms requiring coordination and constant communication with the property owners so as not to disrupt their operations. This project was constructed within the Caltrans right-of-way under Caltrans oversight. It required close coordination with Caltrans and was administered in accordance with Caltrans Local Assistance Methods and Procedures.

Willow Road Interchanges and Bridges, County of San Luis Obispo County, CA. Resident Engineer for this \$20M new interchange construction project that constructed three new bridges, realigned US 101 to accommodate stage construction, constructed new north and south bound on-ramps and off-ramps, and constructed approximately one mile of new county roadway. The project was constructed in multiple stages to accommodate highway traffic and involved strict environmental requirements and ESA limits and several utility relocations. Coordination with Caltrans, the County, utilities, and adjacent property owners was significant. Other elements included 250,000 cubic yards of earthwork, over 18,000 tons HMA paving, Type 1 retaining walls, post-tensioned tieback walls, extensive shoring, traffic signals, drainage systems, AC grinding, and traffic control. Constructed within Caltrans right-of-way and administered per the Caltrans Local Assistance Procedures Manual. As Resident Engineer, Mike was responsible for contract management and administration; reviewing RFIs and submittals; negotiating CCOs; cost control and monthly pay estimates; schedule control; project quality assurance; safety; SWPPP; and coordination with the multiple utilities, permit agencies, Caltrans, the County, conto yners, CAO RISK

Craig Caballero

Firm: MNS

Construction Inspector

Years of Experience: 29

License: General Engineering/Building Contractor No. 962753
Education: Coursework, Allan Hancock College and Cuesta College

Mr. Caballero has over 29 years of experience in the construction industry as a construction manager, inspector, builder, surveyor, civil design engineer, and estimator for all phases of and public improvement projects, residential, and commercial projects. As a contractor and inspector, he has performed various services including land surveying, design and drafting, soils sampling and testing, earthwork excavation for public and private roads, overseeing AC paving, traffic control, retaining walls, pipe line design and construction for both public and private developments. He also served as Project Manager for public works projects including roads, storm drains, underground utilities and pipeline construction.

Coe Avenue Roadway Widening, City of Seaside, CA. Assistant Resident Engineer for this \$1.5M roadway widening project which included 6,500 cubic yards of excavation; 7,200 feet of curb and gutter; 1,000 feet of 24-inch HDPE 8-feet to 12-feet in depth, SDMH and SSMH, CMU structural retaining walls; 5,500 tons HMA mainline paving; 500 tons trench paveback; thermoplastic striping and markings; Type 1 slurry coat; removal of thirty 36-inch to 96-inch x 90-foot to 150-foot high Eucalyptus trees; and daily traffic control. Craig was responsible for all daily quantities, labor compliance, monthly pay estimates, and SWPPP inspections.

San Juan Road Widening and Bike Path, County of San Benito, CA. Craig oversaw all construction for the widening of State Route 1 and the associated improvements to the adjacent area. This included all site grading of approximately 100,000 cubic yards; underground utility relocations; poured in place drainage inlets; storm drain manholes and sewer manholes; roadway and highway construction consisting of Class II base, AC paving striping; inspected all traffic control and lane closures for the widening of State Route 1; HDPE storm water retention basins; 8-inch and 12-inch sewer main, 8-inch water main, construction of approximately 2,500-foot site retaining walls including placement of over 10,000 cubic yards of PCC concrete; site fencing; 5,500 feet of curb, gutter and sidewalk. This project was performed in accordance with Caltrans standards. Responsibilities included quality control, daily reports, quantities, tracking extra work, schedule control.

Los Osos Wastewater Collection System, County of San Luis Obispo, CA. This \$70M project installs a new wastewater collection system. Craig was the Resident Project Representative, the lead inspector responsible for project inspection, collecting and measuring all daily quantities, traffic control compliance, SWPPP compliance, monitoring all dewatering discharge to Morro Bay, monitoring compliance with E.S.A. areas, monitoring contract requirements for Native American sensitive areas, setting all limits of HMA trench repair paying, processing monthly pay estimates, recording all deveatering discharge data, providing as-built data, and work directly with the community liaison.

Robert Carnes
Construction Inspector

Firm: MNS

Years of Experience: 33

License: Public Works Inspector No. 5291

Education: Civil Engineering/Psychology, Pierce Junior College

Mr. Carnes brings over 33 years of combined experience in the fields of architectural construction management/administration, civil engineering design, Resident Engineer, Inspector of Record and general engineering contracting. Robert's extensive experience in the combined fields of engineering, building construction and design provides him with a unique understanding and ability to provide comprehensive construction management services. He has acted as a construction administrator/manager and inspector for a number of public agencies, school districts, Amtrak California and others providing project tracking, scheduling, and management and acts as both a buffer and a liaison for owners in the pursuit of delivering projects on schedule and on budget. He has extensive experience in managing RFIs, PCOs, and CCOs, and claim avoidance and mitigation.

Water Transmission Main, City of San Luis Obispo, CA.
Construction Manager/Administrator/Inspector for the
construction of three miles of 24-inch ductile iron water
transmission main starting at Foothill Boulevard and US 101 in
San Luis Obispo, through the Cal Poly campus to Reservoir #2
north along Stenner Creek Road. This \$3.2M project installed
three miles of 24-inch ductile iron restrained pipe, three large
diameter tie-ins, and two midnight tie overs and installed SCADA
and telemetry systems.

Costco, City of San Luis Obispo, CA. Construction Manager under direct contract to the contractor as the CM for all of the underground utilities associated with the construction of the new retail facilities as well as the relocation of Calle Joaquin and Los Osos Valley Road intersection. This \$16M project comprised of the installation of underground utilities (sewer, water, storm drain, irrigation and potable water) in clayey/sand material in very shallow ground water conditions. The work required extensive dewatering within the wetland area, monitoring and maintaining the hydraulic status of the wetland and included development and monitoring of Storm Water Pollution Prevention Plans and measures. The project had numerous local and state controls from Regional Water Quality Control Board, Army Corp of Engineers, State of California Fish and Game, US Fish and Wildlife Services, and others.

Public Safety Building, City of Paso Robles, CA. For this \$9M project, Robert was the Construction Administrator for the construction of a combination Police, Fire, and EOC Center under the Measure "D" funding program. He provided construction administration services to City of Paso Robles working with the Building Official.

Avila Beach Reconstruction Project, City of Avila Beach, CA.
Robert acted as the Resident Engineer/Inspector of Record responsible for providing engineering expertise and inspection for all elements of the reconstruction of the town of Avila Beach such as all civil engineering improvem bathrooms, and public park facilities.







Craig Fraki

Firm: MNS

Construction Inspector

Years of Experience: 29

Certified: Building Official, Company Fire Code Inspector

Mr. Fraki has significant career experience with construction management, contract administration, and inspection. Craig has managed and inspected several large scale public works projects. Craig has also inspected and managed complex utility relocation projects that involve constant communication and coordination with utilities and local water and sewer districts. Craig's knowledge of construction, attention to detail, and excellent communication skills make him a valuable asset to all project teams. Prior to joining MNS, Craig worked as a Building inspector for the City of Santa Barbara.

Cathedral Daks Road Bridge Replacement, County of Santa Barbara, CA. Construction Inspector for this \$3M bridge replacement project at the intersection of two main arterial roads. The project was constructed in multiple stages over San Antonio Creek and involved creek diversion, dewatering, and environmental considerations. The project replaced the existing concrete bridge with a single-span, post-tensioned, box girder bridge. Additional elements included roadway widening, rock slope protection, waterline relocation, storm drainage, utility relocations, retaining walls, sidewalk with HC ramps, curb and gutter, traffic signal modifications, street lighting, signage, landscaping, cable railings, HMA pavement, striping, and landscaping.

Lower Mission Creek Storm Drainage System, Santa Barbara County Flood Control, CA. Construction Inspector for this multiphase underground concrete box culvert storm drainage system. The project was next to and under Union Pacific Railroad tracks and partially within the Amtrak and Greyhound parking lot. This project was also in an archaeologically sensitive area, a flood zone, a historic design district, Caltrans right-of-way, City of Santa Barbara Parks, and City of Santa Barbara parking areas. Extensive coordination required for all utilities, Caltrans, environmental monitors, arborists, design and parks committees, railroad personnel, city and county staff. There were strict time constraints for parking lot and roadway closures that were adhered to. For his exceptional efforts, Craig received the rarely presented "Pendleberry Award for Communications Excellence" by SB County Flood Control.

Lewis Road Widening and Santa Barbara Street Bridge, County of Ventura, CA. Provided construction inspection and project management for this \$22M project, which involved 3.7 miles of road and new bridge over Calleguas Creek. Project involved dewatering, pile driving, traffic control, utility relocation, paving, creek diversions, habitat relocation, sound wall, and landscaping.

California State University, Channel Islands Infrastructure, Camarillo, CA. Craig provided quality control and inspection services for power plant construction, utility relocations, reclaimed water system, sewer, campus wide hydronics system, ADA feaAgreement#diag-47/28ucRager72aof:87.

Garret Hilton

Construction Inspector

Firm: MNS

Years of Experience: 25

Certified: General Building Contractor No. 864531

Mr. Hitton has significant career experience with construction management, including site development, road and bridge construction, and inspection services for private and public agency clients. He has worked on projects featuring reinforced concrete; post-tensioned and PS/PC girder bridges; tieback walls; retaining walls; underground utilities; drainage; and roadway construction. Many of his projects involved work over State highways, waterways, and railroads requiring constant coordination with Caltrans, US Department of Fish & Wildlife, US Army Corps of Engineers, City and County staff, and railroad personnel.

Vineyard Drive Interchange Improvements, County of San Luls Obispo, CA. Assistant Resident Engineer/Structures Representative for this \$6M staged construction project, which widened the existing bridge with a two-span, post-tensioned concrete box girder bridge, and widened the north and south bound off-ramps. The project consisted of five Type 1 retaining walls, a soldier pile tieback wall, traffic signals, drainage systems, significant earthwork, AC grinding and paving, and traffic control. Significant coordination was required for several utility relocations including overhead electrical lines and poles, telephone, gas, and a 30 cm water line. Constructed within Caltrans right-of-way and administered per the Caltrans Local Assistance Procedures Manual.

San Luis Bay Bridge Drive, County of San Luis Obispo, CA. This \$6M bridge replacement and roadway/bike trail realignment project consisted of a cast-in-place, post-tensioned, box girder bridge, five retaining walls totaling over 700 feet, reconstructed the existing roadway, new signalized intersection, realigned the Bob Jones Bike Trail, extensive excavations and grading, roadway paving, and utilities. The project included creek realignment dewatering and strict environmental provisions. Responsibilities included overall inspection of the project, coordination with multiple County agencies and utility districts, quantities, change order tracking, and labor compliance. The project was administered per Caltrans local assistance methods and procedures.

Union Valley Parkway Interchange, Caltrans District 59, CA.
Assistant Structures Representative for this \$10.3M Caltrans
project that connected US 101 to the Union Valley Parkway, an
east-west arterial street leading from Blosser Road to US 101.
This project included constructing new on/off ramps, roadway,
and a new two-span, post-tensioned box girder bridge crossing
US 101. Items included driven piles, multiple columned bent,
retaining walls, drainage structures, falsework, and shoring.
Responsible for inspecting bridge items including falsework
and shoring review; post-tensioning; orade verification/control;
material verification; daily inspection

Phil Lemmon

Firm: MNS

Construction Inspector

Years of Experience: 41

Certified: Nuclear Testing Gauge Operator No. 059034

Mr. Lemmon brings an impressive career of experience of 41 years in construction project management, pavement construction inspection, and detailed knowledge of all aspects of public works construction. Phil has extensive experience in providing field support for engineering in addition to construction inspection. He has worked on numerous projects, including pavement, grading, curb and gutter, traffic control, trenching, boring, micro-tunneling, and blasting. A majority of this project experience has included Caltrans specifications, methods, and procedures.

Various Pavement Rehabilitation Projects, City of Buellton, CA. For the past ten years, Phil has assisted on numerous pavement rehabilitation projects in field stationing, pavement evaluation, marking, measuring and sketching/tabulating pavement repairs, coring samples, determining structural sections, sampling soils, and other field data for the design of the City's ongoing pavement rehabilitation program.

Various Pavement Rehabilitation Projects, City of Solvang, CA. For five years, Phil has assisted on several pavement rehabilitation projects in field stationing, pavement evaluation, marking, measuring and sketching/tabulating pavement repairs, coring samples, determining structural sections, sampling soils, and other field data for the design of the City's ongoing pavement rehabilitation program.

Pavement Rehabilitation Program, City of Santa Barbara, CA. Phil provided assistance with field stationing, pavement evaluation, marking, measuring and sketching/tabulating pavement repairs, and obtaining other field data for this annual rehabilitation program.

Alisal Road/Parking Lot No. 1 Improvements, City of Solvang, CA. Construction Inspector/Materials Technician for this project, which involved the reconstruction and beautification of a central business district street and city parking lot in a pedestrian-intensive environment. The work included construction of new storm drainage facilities, curb and gutter, decorative sidewalk, rubberized asphalt paving, landscaping, irrigation systems and street lighting.

Waterfront Street Rehabilitation, City of Santa Barbara, CA. Phil provided compaction testing, concrete resting and concrete placement inspection. The work consisted of reconstruction of streets, curb/gutter/sidewalk, cross gutters and replacement of water mains.

State Route 224 Improvements, City of Carpinteria, CA. This project involved the widening of two blocks and the overlay of three additional blocks of State Route 224 (Palm Avenue). Phil provided testing and inspecting of the work, which consisted of constructing new storm drainage facilities, curb, gutter and sidewalk, rubberized asphalt paving as well as utility relocation and undergrounding. All work was performed in accordance with Caltrans Sagrae facilities, Agl-5728/icRiages 73 of 87

Taylor Merlo, EIT

Firm: MNS

Construction Inspector

Years of Experience: 2

License: Engineer in Training, CA No. 146155

Education: BS Civil Engineering, Cal Poly, San Luis Obispo

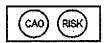
Mr. Merlo is a Construction Inspector and has worked on a variety of transportation and water related projects. Taylor has provided onsite inspection and coordination for bridge, road, and waterline projects.

Los Carneros Road Overhead Bridge Replacement, City of Goleta, CA. Construction Inspector on this \$6.3M project, which consists of removing and replacing the existing bridge over the Union Pacific Railroad tracks. This project is multi-staged to accommodate traffic across the bridge throughout construction. This project includes driven pipe pile, shoring and falsework, pre-cast girders, and lightweight expanded polystyrene backfill. Responsibilities include daily inspection and office administration.

Supplemental Water Project, Nipomo Community Services District, CA. Construction Inspector on Phase 1 of this \$17M water main project. The work involves construction of an 24-inch, approximately 5,000 linear foot long pipeline, connection to a below-grade flow control and flow metering station, a 36-inch, 270 foot long steel casing with 24-inch waterline via jack and bore under the Santa Maria River levee, and a 24-inch, 863 linear foot long, deep cover, open cut pipeline. Responsibilities include inspection on all aspects of the pipeline, including shoring for open cut sections, jack and bore, and concrete inspection of thrust blocks.

Black Road Bridge, Caltrans District 59. CA. Taylor was the Bridge Inspector for this \$2M bridge replacement on Black Road in Santa Maria, CA. The post-tensioned, box girder bridge involved erecting falsework and shoring, 42-inch CIDH piles in wet holes, steel frame tubular railing, and retaining walls. The bridge spanned over an environmentally sensitive creek, which required constant coordination and communication with an on-site biologist. Also included in the project was the installation of two 48-inch culverts within the roadway to serve as Tiger Salamander crossings.

Roadway Maintenance, City of Greenfield, CA. MNS supported the City with roadway maintenance, a project that was handled with a previous engineering firm. Responsibilities included working extensively on organizing project plan sheets in a logical format; drafting in AutoCAD extensive sheet set with background aerials for project plans; calculating and tabulating quantity take offs for bid schedule and engineer estimate; and conducting extensive research into construction products for best application within the scope.





Joseph Ruzicka

Firm: MNS

Construction Inspector

Years of Experience: 35

Ken Shaner

Firm: MNS

Construction Inspector

Years of Experience: 34

Education: AS Civil Structural Engineering Technology, Chemeketa Community College

Mr. Ruzicka has over 35 years of civil construction management and construction inspection experience, including Public Works and Caltrans projects. Joe has a positive "hands-on" style and has been responsible for multiple aspects of construction including retaining walls, highway, roadway, storm drain, landscaping, underground utilities. He is familiar with Local, State and Federal requirements and the Caltrans LAPM.

US 101 HOV Improvements, Caltrans District 7, CA. Assistant Resident Engineer for this \$60M US 101 HOV Improvement Project. The Ventura Freeway is a major coastal north-south route that is a key transportation route for the movement of people, goods, and services throughout the state. The project is being constructed in several stages and includes widening of several bridges, retaining walls, significant grading, PCC pavement, HMA pavement, drainage structures, electrical, miles of barrier rail walls, MBGR, traffic control, and BMP management. The project also includes the construction of a bike lane along the highway. Joe's responsibilities include ensuring compliance with Caltrans/federal requirements, daily reports, tracking item quantities, and tracking extra work.

Moorpark Road Widening, City of Moorpark, CA. Assistant Resident Engineer for this \$2M federally funded Caltrans oversight project. This project involved the widening of the northbound on and off-ramps and the southbound on-ramp in conjunction with widening Moorpark Road. Responsibilities included inspecting the newly constructed bike path; structural concrete retaining walls; SWPPP enforcement and reporting; grading and paying; and traffic control.

Solana Beach Rail Trail, City of Solana Beach, CA. Assistant Resident Engineer for construction of this two-mile, \$3M multi-use bike and pedestrian trail between US 101 and the Amtrak/NCTD commuter rail line. Project elements included special community artwork, landscaping and irrigation, concrete structures, retaining walls, portal structures, city monuments, utility road crossings, street lights, traffic signals, concrete curb and gutter, sidewalks, special lithocrete concrete pathway and connection to the existing highway under traffic conditions. This project required all utility placement for storm drains, electrical, communications, cable, along with multiple water lines both potable and reclaimed water. Responsibilities included document control and inspection of all elements of the project; and coordination with the City, Transit agency, and various community groups.

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Education: Soils Inspection and Engineering Construction Specifications, CSU Long Beach

Mr. Shaner has over 34 years of experience in construction management and inspection, with a strong background in roadway/highway, water/sewer system, and utility relocation projects. Ken spent over 20 years as a public works inspector, developing expertise in a diverse range of public works projects including roadways, bridges, flood control improvements, and wastewater facilities. Ken is highly skilled in crew supervision and project coordination between clients, utilities, contractors, and agencies such as Caltrans.

Various Projects, City of Gilroy, CA. Ken was the Construction inspector responsible for inspecting the following projects:

- Eigleberry Street Resurfacing. This federally-funded project involves 3,600 tons of removing and replacing hot mix asphalt, 10,400 square yards of concrete profiling grind, various quantities of minor concrete work, 24 curb access ramp upgrades, thermoplastic striping, thermoplastic marking, and utility adjustments.
- Eigleberry Street Water Services and Water Line. This project installed approximately 1,300 linear feet of a new 8-inch DIP water line in two separate sections; the first began at a hot-tap tie-in at Sixth Street with a tie-in to an existing 8-inch waterline at Seventh Street and the second involved installing new piping at a connection to the existing 8-inch waterline at Eight Street with a tie-in to the existing line at Ninth Street. Additional construction elements included installing new fire hydrants and water service laterals along Eigleberry Street between First and Ninth Streets.
- Sixth Street Improvements. This project involved a multidimensional scope; work included concrete demolition, concrete, irrigation, landscaping, roadwork, fiber optic repair, and LED light installation and repair. Improvements were made along the Sixth Street corridor between Monterey Street and Eigleberry Street. A portion of the fiber optic repair work extended beyond Eigleberry Street east to US 101.

Prunedate Highway Improvements, Caltrans District 5, CA. The \$75M project spanned four areas along an eight mile stretch of US 101 in the County of Monterey, north of Salinas, California. This project realigned over 10 miles of state highway in multiple stages as well as improvements and reconstructed the adjacent frontage roads; eight new structures, one existing structure widening, six concrete and/or soldier pile retaining walls and sound walls, and five reinforced box culverts. Additional elements included over 1 million cubic yards of earthwork, miles of HMA and PCC paving, numerous drainage systems, traffic control, and traffic signals. Responsibilities included field constr

Craig Snell, QSD/QSP

Firm: MNS

Construction Inspector

Years of Experience: 29

Education: BA Geography, UC Los Angeles

Mr. Snell has over 29 years of career experience in plan review of commercial and residential projects and construction inspection for roadway improvement and roadway maintenance projects, storm water, erosion control, drainage, grading, and utility coordination. During his career he has performed work for many local City and County agencies on the Central Coast. Craig has also been involved with permitting of private and public projects and has developed a positive working relationship with local, state and federal regulatory agencies. Craig has developed a solid understanding of issues of concern during the construction and plan review process.

Various Street Rehabilitation, City of Buellton, CA. Assisted with final specification and design preparation for the placement of 6,000 tons of ARHM for various overlays and roadway projects. The projects included grinding of existing roads; removal and replacement of damaged road sections, curb, gutter, sidewalk and driveway aprons; and the installation of storm drain improvements. Craig was proactive in providing a continual public relations effort to maintain a positive working relationship between the Contractor, the City, the County, and the homeowners.

El Rancho Way/Hyland Drive Storm Drain and Street Improvements, County of Monterey, CA. This \$1.8M project features storm drainage and street improvements at El Rancho Way and Hyland Drive in Boronda. Construction elements included: relocation of the sewer main, new storm drains systems (12-inch, 18-inch, 30-inch, and 36-inch) and manholes, reconstruction of the entire roadway section on several streets, and construction of curbs and gutters, retaining walls to accommodate new sidewalks, residential driveways, and new fencing.

State Route 25 Safety and Operational Improvements, Council of San Benito County of Governments, CA. Craig provided construction inspection for surface grading and drainage improvements for this \$12M project. This project widened 4.9 miles of State Route 25 and modified existing access roads. Project features included multiple staging and traffic control, roadway excavation, extensive earthwork and grading, drainage, AC paying, lighting/electrical, striping, landscaping and irrigation. This project was constructed within the Caltrans right-of-way under Caltrans oversight. Required close coordination with Caltrans and was administered in accordance with Caltrans Local Assistance Methods and Procedures.

Public Works Construction hispector/Plan Check Engineer, City of Buellton, CA. Responsibilities included providing inspection of public works construction projects and private development projects to ensure compliance to applicable standards. Several housing tracts and a condominium project required expertise in roadway construction, utility construction and installation, rough and finish grading, dealers that Soft 1788 are 2010 of and plan review.

Donald Spates

Firm: MNS

Construction Inspector

Years of Experience: 26

Certified: Structural Masonry and Reinforced Concrete
Inspector

Mr. Spates brings over 26 years in the project supervision and inspection for masonry, reinforced concrete, structural steel, metal stud framing, and underground piping. Donald is skilled at interpreting plans and specifications to mitigate cost and schedule risks, ensuring a cost effective and timely work flow. He is an excellent project team supervisor and strives to implement resource saving solutions.

Campus Infrastructure Improvements, CSU Monterey Bay, CA. Responsibilities included procurement and supervising construction of a structural steel building, metal stud framing, plastering, interior wall covering, tile flooring, supervising installation of piping, setting vaults, installing valves, piping mechanical rooms at each entrance, supervising excavation and backfill of pipeline, and hydrostatic testing of pipelines.

Supplemental Water Project, Nipomo Community Services
District, CA. This \$17M supplemental water project involves
three separate construction contracts; Horizontal Directional
Drilling under the Santa Maria River, Blosser Road waterline, and
construction of a new pump station. The project also includes
upgrades to the existing well disinfection systems by converting
to chlorination to avoid water quality problems at the south end
of the project. An 18-inch pipeline extension is being constructed
along Blosser Road to the Santa Maria Levee. At this juncture,
the pipeline will transition to a 24-inchHDD pipeline across the
river; the 24-inch line is being constructed from the river basin
up the bluffs south of the river, connecting to a 0.5 million gallon
storage reservoir. The project is being constructed within highly
sensitive environmental habitat requiring extensive coordination
with-permitting-agencies.

Southland Wastewater Treatment Plant Upgrades, Nipomo Community Services District, CA. This \$11M wastewater treatment plant upgrade and expansion project included converting the existing aeration basins to the Biolac® Wave Oxidation System, which was an extended aeration process; constructing clarifiers, and converting existing ponds to aerated sludge holding lagoons. Additional project elements involved replacing the existing pump station including, a new wet well and installing new screw centrifugal pumps; constructing a new masonry block electrical building; constructing a new headworks, including two parallel shaftless screw screens and a vortex grit removal system to increase effluent quality and reduce maintenance issues; and associated yard piping. This project required close coordination with the existing plant staff and operations to avoid any unanticipated disruption to the existing plant operations.



John Stage

Construction Inspector

Firm: MNS

Years of Experience: 38

Mr. Stage brings over 38 years of construction and construction management experience to field inspection. John worked for 25 years in the Navy Seabees, where he acted in various roles and responsibilities on a wide variety of construction projects. Responsibilities included site superintendent, quality control director, construction manager, and construction inspector on both large and small projects. Projects ranged from public works and infrastructure type projects which included earthwork, roadwork, paving, structures, utilities, storm drains, and miscellaneous concrete to building projects which included structural steel, framing, concrete, mechanical, electrical, and plumbing.

State Route 154 Operational Improvements Project, Group II, Santa Barbara County Association of Governments, CA. This \$5M project modified and widened four different locations along State Route 154. Work included widening the intersection at State Route 154 and State Route 246 in Santa Ynez, constructing a 0.70 mile passing lane, widening of the Paradise Road Intersection, and widening of the Vista Point rest area located near the Cold Springs Bridge. Construction elements included a soldier pile and lagging wall, multiple drainage systems with concrete headwalls and inlets, and over 40,000 cm earthwork and AC paving. This project also included Caltrans construction oversight and coordination as the work was constructed entirely in the State right-of-way.

Village at the Park Sports Complex, Pleasant Valley Recreation and Park District, CA. This 55-acre park project which consisted of mass site grading; roadway construction; over 5,000 feet water and sewer line installation; three pump stations; dry utility installation; over five miles of RCP and HDPE drainage; electrical and lighting; several buildings; curb, gutter, and sidewalk; AC paving; extensive landscape and irrigation. The project requires significant SWPPP oversight. Responsibilities included inspection and coordination between the contractors, utilities, City, and the District.

Cāmino Del Remodio Storm Repair, County of Santa Barbara, CA. This storm repair project consisted of excavation and embankment construction to reestablish the existing roadway; stabilizing the creek banks at the toe of the slope with rock slope protection, drilling and placement of 36-inch diameter CIDH piles under sturry; drainage improvements including drainage ditches, roadway construction; and AC paving. The project requires significant SWPPP and environmental oversight.

8th Street Pedestrian Bridge Replacement, City of Carpinteria, CA. This pedestrian bridge replacement project spanned over Carpinteria Creek. The much used existing bridge was replaced with a single-span steel arch suspension bridge, 5.5 feet in width and spanned 161 feet. This project required water line relocation and permitting to work in the creek area. This project was state funded and required Caltrans construction administration procedures as many construction administration procedures as many construction administration.

Fred Tice, PLS

Firm: MNS

Principal Surveyor

Years of Experience: 39

License: Professional Land Surveyor, CA7585

Education: Coursework, Santiago Community College

Mr. Tice is a professional land surveyor with considerable career experience in GPS surveying, boundary surveys, aerial control, topographic surveys, and grading and construction surveys. Fred has over 39 years of survey project management, team leadership, and client relationship skills. His experience has allowed him to specialize in surveying for several types of large-scale construction projects, including commercial and industrial sites, roads and bridges, entertainment parks, golf courses and resorts, seaports, and subdivision development. He was a survey instructor for the Southern California Surveyors Joint Apprenticeship Committee for several years.

Willow Road Interchanges and Bridges, County of San Luis Obispo, CA. This new \$20M interchange construction project constructed three new bridges, realigned US 101 to accommodate stage construction, constructed new northbound and southbound on/off-ramps and approximately one mile of new county roadway. The project was constructed in multiple stages to accommodate highway traffic and involved strict environmental requirements, ESA limits, and several utility relocations. Coordination with Caltrans, the County, utilities, and adjacent property owners was significant. Additional project elements included 250,000 cubic yards of earthwork; over 18,000 tons HMA paving; Type 1 retaining walls with architectural treatment; post-tensioned tieback walls; extensive shoring; traffic signals; drainage systems; AC grinding; and traffic control. Constructed within Caltrans right-of-way and administered per the Caltrans Local Assistance Procedures Manual.

Newhall Avenue Roundabout, City of Santa Clarita, CA. This project created a main gateway to the historic Newhall commercial district and optimized traffic calming and pedestrian safety measures of this busy intersection. The project relocated numerous utilities and other infrastructure. Special challenges for this project were potential encroachment on private land and preserving large trees on nearby park property. Survey included topographic survey, utility location, boundary, and right-of-way engineering.

Driffili Elementary School, Oxnard School District, CA. This \$15M project involved a new two story classroom building and modernization of the existing kitchen/multi-purpose facility on a six acre site. Survey included aerial survey with 0.5-foot contour intervals and at 1-foot = 40-foot scale and design topography, which included additional field locations of buildings, adjacent street improvement locations, and interior paved and grass areas for drainage basins for the school site and adjacent streets. MNS also coordinated and located all of the required potholing of existing utilities. Responsible for con

Andi Bord, EIT Materials Testing

Firm: Kleinfelder Years of Experience: 6

License:

Engineer-in-Training, CA No. 147700

Education: MS Forest Engineering, Oregon State University,

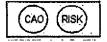
BS Forestry, Humboldt State University, CA

Ms. Bord has over six years of experience in geotechnical engineering and project management. Andi has been responsible for coordinating, supervising, and performing numerous geotechnical investigations and design analyses for commercial, residential, industrial, and public works developments. Her experience includes geotechnical investigations, geotechnical engineering analyses, computer applications for geotechnical design, proposal preparation, cost estimating, billing preparation, and client coordination. Andi has experience in managing geotechnical engineering and materials/special inspection projects in the Bay Area including the Monterey Peninsula. In addition, she has extensive experience in coordination and supervision of field work including geotechnical drilling, environmental sampling, and various construction operations including mass grading and foundation observation while upholding strict health and safety and environmental regulations. She has also been responsible for training staff in geotechnical soil logging, general field operation practices, mass grading observation and health and safety and environmental regulations.

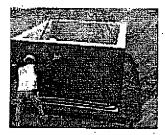
Monterey County Department of Public Works On-Call, Monterey, CA. Andi has managed numerous Monterey County projects as part of Kleinfelder's on-call contract with the County. She has performed tasks including proposal preparation. cost estimating, billing preparation, client coordination, data interpretation and analyses, and report preparation.

Hartnell College, Salinas, CA. Andi has been involved in many Hartnell projects including proposal preparation and cost estimating, subsurface exploration by means of geotechnical drilling, data interpretation, geotechnical analyses/ calculations including liquefaction analysis, and geotechnical report preparation, as well as onsite recommendations during construction including foundation observation, grading advice and soils testing and inspection services. She is currently serving as the Assistant Project Manager for the Hartnell Science Project where Kleinfelder is providing special inspections and materials testing services.

Monterey Peninsula College, Monterey, CA. Andi has managed many Monterey Peninsula College projects including proposal preparation and cost estimating, report preparation, onsite recommendations during construction including foundation observation and grading advice, as well providing testing and inspection Agreement # which 728 ect age 77 of 87



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Suggested Contract Changes

MNS has reviewed the RFP and the City's Professional Services Agreement. We request our suggestions be considered by the City. Please contact us with any questions or concerns in regard to these changes. We are certain we can come to an acceptable agreement with the City in regard to the standard agreement.

Only pages with comments are provided in this section.

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Email:			
Lager 1 Collins	 	•	•

- C. <u>Meet and Confer.</u> Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. <u>Communications and Notices</u>. All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including ineldental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.

INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to Indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance Including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the addregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

E. Other Insurance Requirements:

i.All insurance required under this Agreement must be written by an insurance company

- 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI:_
- 2. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

ii.Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.

Twithout 30-days prior notice to the named insured and iii. The general liability and auto policies shall. 10-days notice for non-payment of premium.

1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest-standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. 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. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

general

- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A <u>Available Information</u>. The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. City Resources. The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. <u>Obligations of Consultant</u>. No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

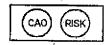


EXHIBIT C



STANDARD SCHEDULE OF FEES

Project Management

Principal-In-Charge	240
Senior Project Manager	
Project Manager	
Protect Coordinator	

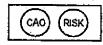
Engineering	Construction Management
Principal Engineer\$200	Principal Construction Manager\$200
Supervising Engineer 185	Senior Construction Manager185
Senior Project Engineer170	Resident Engineer175
Project Engineer150	Structure Representative
Associate Engineer	Construction Manager150
Assistant Engineer 110	Assistant Resident Engineer145
Engineering Intern95	Construction Inspector (PW)138
Surveying	Office Engineer105
Principal Surveyor\$200	Municipal Services
Supervising Surveyor	City Engineer\$200
Senior Project Surveyor 170	Deputy City Engineer185
Project Surveyor150	Assistant City Engineer
Senior Land Title Analyst130	Plan Check Engineer160
Assistant Project Surveyor125	Permit Engineer140
Party Chief 140	City Inspector125
Chainperson	City Inspector (PW)138
One-Person Survey Crew180	Planning Director
	Senior City Planner160
Technical Support	Assistant Planner145
CADD Manager\$140	
Senior GIS Analyst140	Administrative Support
GIS Analyst	Administrative Analyst\$110
Supervising CADD/Engineering/GIS Technician 120	IT Technician105
Senior CADD/Engineering/GIS Technician 110	Graphics/Visualization Specialist95
CADD/Engineering/GIS Technician 100	Administrative Assistant

Direct Expenses:

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Rates subject to 3% annual escalation. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

Prevailing Wage Rates:

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law.





FEE SCHEDULE

Standard Hourly Billing Rates

PROFESSIONAL STAFF RATES*

Professional Staff Professional Project Professional Principal Professional Senior Principal Professional	\$ \$ \$ \$ \$	112/ hour 125/ hour 155/ hour 175/ hour 215/ hour
Project Manager	\$	165/ hour
Senior Project Manager	\$	215/ hour
Designer/Drafter	\$	112/ hour
Senior Designer/Drafter	\$	125/ hour

TECHNICAL STAFF RATES

Technician	\$ 98/ hour
Senior Technician	\$ 98/ hour

ADMINISTRATIVE STAFF RATES

Administrator/Dispatch/Project Controls	\$	98/ hour
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Minimum Charges for Field/Office Time Per Day Worked

One Hour at Applicable Rate

Mileage will be charged on a portal to portal basis per mile at the IRS Standard Mileage Rate current at the time of service.

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 2 years from the contract signature date.

Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the fee schedule on projects where other direct costs are not reimbursed.

Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

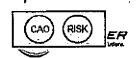




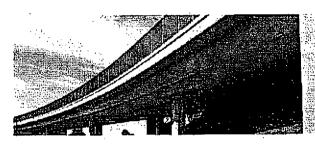
EXHIBIT D - PROJECT SCHEDULE

Upon notification by the City, which shall include a request for services, Consultant shall provide a schedule of tasks for review and approval by the City



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Name 4	Role	Page
Greg Chalini, PE	Principal-in-Charge	14
Paul Greenway, PE	Project Manager	14
Bill Callaghan, PE, QSD/QSP	Resident Engineer	15
Aaron Hilton, PE, QSD/QSP	Resident Engineer	15
Kim Lindbery, PE	Resident Engineer/Construction Manager	16
Willy Nowotny, PMP	Construction Manager	16
Dean Russu, PE	· Resident Engineer	17
Michael Zen, PE	Resident Engineer	17
Craig Caballero	Construction Inspector	18
Robert Carnes	Construction Inspector	18
Craig Fraki	Construction Inspector	19
Garret Hilton	Construction Inspector	19
Phil Lemmon	Construction Inspector	20
Taylor Merle, EIT	Construction Inspector	20 '
Joseph Ruzicka	Construction Inspector	21
Ken Shaner	Construction Inspector	21
Craig Snell, QSD/QSP	Construction Inspector	22
Donald Spates	Construction Inspector	22
John Stage	Construction Inspector	23
Fred Tice, PLS	Principal Surveyor	23
Andi Bord, EIT	Materials Testing	24

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