

ATTACHMENT 1

CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of January, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and INTERWEST CONSULTING GROUP INC., a Colorado corporation registered to do business in California ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide construction support services in connection with the I-405 Improvement Project, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on January 14, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

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

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

5.0. INSURANCE

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

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

during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior

writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

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

IF TO CONSULTANT:

Interwest Consulting Group Inc.
15140 Transistor Lane
Huntington Beach, CA 92649
Tel: (714) 899-9039
Attn: James G. Ross

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5180
Attn: Jennifer Rosales

Courtesy copy to:

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

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

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any

and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which

Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties

and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

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

CONSULTANT

Signature

Date: _____

[Name and Title]

Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Tamara Letourneau
Acting City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Jennifer Rosales
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Kelly Telford
Finance Director

Date: _____

EXHIBIT A
SCOPE OF WORK

CONSTRUCTION SUPPORT SERVICES FOR I-405 IMPROVEMENT PROJECT

SCOPE OF WORK

1. Description of Services

The I-405 Improvement Project is led by the Orange County Transportation Authority (OCTA) in cooperation with the California Department of Transportation (Caltrans). The project, in general, involves widening the San Diego Freeway (I-405) between State Route 73 (SR-73) and Interstate 605 (I-605). The project will improve 16 miles of I-405 between the SR-73 Freeway in Costa Mesa and I-605 near the Los Angeles County Line. The project includes adding one regular lane in each direction from Euclid Street to I-605 and making improvements to freeway entrances, exists, and bridges. It also will construct the 405 Express Lanes, one lane in each direction from SR-73 to I-605.

Consultant shall provide as-needed construction support and inspection services related to the I-405 including but not limited to engineering specialties related to roadways, bridges, sidewalks, sewer, drainage, water, structural, geotechnical, landscape and traffic.

The Consultant shall represent and protect City's interests during the construction phase of this major improvement project.

Anticipated tasks include but are not limited to:

- Attend meetings with Caltrans, OCTA, Design-Build team, City, etc.
- Conduct field inspection to verify construction is in compliance with the approved plans and specifications.
- Prepare all required construction documents as specified in this Scope of Work
- Provide support to City staff regarding Citizen's inquires, public notification and outreach during construction
- Obtain and verify as-built drawings from the Contractor.
- Assist the City with project close out activities.
- Prepare, circulate and file correspondence and memos, as appropriate.
- Maintain detailed records and document the work of City facilities.

Construction is expected to continue for a period of approximately five (5) years.

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data including electronic data files produced under the terms of the Contract shall become the property of the City. City shall retain all rights in copyright. Copies may be made and retained by the Consultant for its records but shall not be furnished to others without the written consent of City for a period of three (3) years from the date of acceptance, by City, of all requirements of this project.

2. Information Supplied by City

- Project plans, specifications and studies related to the specific engagement.
- Preliminary construction schedule

3. General Requirements

1. The number of project personnel and duration of the assignments will vary depending on the needs of the project. The final number of personnel and exact duration of assignment will be determined by City.

2. Consultant personnel shall be available within two (2) weeks from written notification by City. Consultant shall monitor the Contractor's traffic control measures and practices and work to cause any deficiencies to be remedied promptly by the Contractor.
3. All services required hereunder shall be performed in accordance with latest Cities', Caltrans', and other applicable regulations, policies, procedures, manuals and standards. Those documents shall be made available upon request.
4. Consultant shall furnish a Project Manager and a Deputy Project Manager to coordinate the Consultant's staffing and operations with those of the City and other Agency consultants. The Project Manager shall be responsible for all matters related to the Consultant's personnel and operations.

Should the Consultant's Project Manager be unable to continue with the project, the Consultant's Deputy Project Manager shall become the primary representative. No other changes will be acceptable without prior written approval by City. City reserves the right to reject any changes to personnel.

Consultant's Project Manager shall be accessible to City at all times during City's normal working hours.

5. Under the direction of City, the Consultant's Project Manager will assume the following functional responsibilities:
 - a. Review, monitor, train, and provide general direction for Consultant's personnel.
 - b. Assign personnel to the Project on an as-needed basis and as approved by the City.
 - c. Prepare monthly reports for delivery to City.
6. To ensure an understanding of contract objectives, meetings between City and the Consultant will be held as often as deemed necessary. All work objectives, the work schedules, the terms of the contract, and any other related issues, will be discussed and any problems will be resolved promptly by the Consultant.
7. City will designate a Project Manager to administer the Consultant's contract and provide general direction to the Consultant.
8. Detailed resumes of Consultant personnel must be submitted to City for review and approval prior to assignment to the Project. City and Consultant will have the responsibility of determining the quality and quantity of work performed by the Consultant's personnel. If, at any time, the level of performance is below expectations, City shall have the right to request removal of any project personnel. City may request another person be assigned as needed.
9. If a Consultant's employee is on a leave of absence, the Consultant's Project Manager shall propose and provide an equally-qualified replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee and shall have the qualifications acceptable to the City.
10. The typical workday includes all hours worked by the City's construction contractor, normally 40 hours per week. If ordered by the City, overtime and night work for the Consultant's employees may be required. The Construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. On days

when work is not performed by the Construction Contractor, such as weather days, suspension of work, holidays, etc., Consultant services shall not be provided unless authorized by the City. The City will provide as much advance notice as reasonably possible if Consultant services are not required.

11. All personnel shall be knowledgeable of, and comply with, all applicable local, and federal regulations; cooperate and consult with City officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the contract documents and project plans and specifications.
12. Consultant shall keep detailed project records and document the work of the Project as directed by the City.

4. Construction Support Services

1. Submittals and Samples

Receive from the Contractor and review for compliance with submittal procedure requirements for all Submittals and Samples. Coordinate them with information contained in related documents and transmit to Contractor, or other approving authority, as appropriate. Review Submittals for conformance to Construction Contract Documents in collaboration with any approving authority. In collaboration with the Contractor, establish and implement procedures for expediting the processing and approval of Submittals and Samples. Prepare weekly tracking reports representing new Submittals submitted for the past week, Submittals which have been reviewed and approved, and Submittals which are being reviewed by a designated party. Communicate to the City unsatisfactory progress on Submittals and Samples which have cost or time consequences.

2. Requests for Information

Support the OCTA Project team to assist in the review of Contractor's requests for information (RFI's) of the meaning and intent of the Plans and Specifications or Contract requirements, and assist in the resolution of questions which may arise as related to City standards or facilities. Consultant shall prepare weekly tracking reports listing new RFI's related to City standards or facilities issued for the past week, RFI's which have been resolved, and outstanding RFI's yet to be resolved by the Consultant or others.

3. Project Record Documents

For all improvements on City right of way / facilities, maintain on a current basis: a record copy of all Contracts, Drawings, Plans, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; shop drawings; product data; Samples; Submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or Work. Make all records available to City. At the completion of the Project, deliver all such records to the City organized and boxed in a manner acceptable to the City.

4. Project Communications and Document Control

All written and electronic communications between OCTA or Contractor and City related to the Project shall flow through the Consultant. As the City's agent, the Consultant shall manage communications and submissions directed to the City and respond to OCTA or Contractor, and

endeavor to ensure that submissions, inquiries and requests are responded to in a timely manner. Consultant shall create, maintain, file and store all Project correspondence, records and documents in accordance with the City's Document Control System.

5. Punchlist Preparation and Completion

When the Consultant considers the Contractor's Work on City right of way or facilities, or a designated portion thereof, substantially complete, the Consultant shall oversee the preparation by the Contractor of a list of incomplete or unsatisfactory items and a schedule for their completion. The Consultant shall conduct, with the assistance of representatives of the Cities or applicable agencies, final inspections of the Work and the Consultant shall issue the punch list in coordination with the Contractor. The Consultant shall monitor the Contractor during the correction and completion of the punch list Work and coordinate re-inspections until all items are corrected or approved.

6. Close-Out Process

Evaluate the completion of the Work of the Contractor on City right of way or facilities and make recommendations to the City with regard to the Contractor's compliance with all project close-out requirements and final completion of all Work of the Construction Contract. Secure and transmit to City required documents such as operation and maintenance manuals, record drawings and other Project close out documents required by the Construction Contract Documents.

7. Monthly Project Status Reports

Prepare written project status reports during the construction phase in a format acceptable to the City on a monthly basis describing the status of the Project. The date of the report shall be the last day of the month, or other date acceptable to the City. Three (3) paper copies, and one electronic copy in Adobe Acrobat format, shall be submitted to the City within seven (7) calendar days after the data date of the report.

Information contained in the report shall include, but not be limited to:

- a. Project summary,
- b. Project schedule status – compare actual progress to objectives, including a summary level bar-chart showing previous update targets and current schedule update,
- c. Description of the Contractor Work activities planned to be performed next month,
- d. Status of all Submittals, RFI's, Change Orders and Claims in process, including copies of tracking logs,
- e. Identification of risks to the Project, and
- f. Any performance problems of the Contractor

5. Construction Inspection Services

1. The number of Consultant inspection personnel required for the Project is expected to fluctuate based on the needs of the project. Consultant shall perform construction inspection services, as well as office engineering and field calculations to support the construction of the Project.
2. Inspection work shall not be performed when conditions (such as weather, traffic, and other factors) prevent a safe, efficient operation or as directed by the City.

3. Tasks and assignments to be performed by Consultant personnel may include, but are not limited to, the following:
 - a. Perform and assist in performing the duties of construction quality assurance inspection and engineering, including but not limited to: paving, base, and sub grade inspection, utility relocation inspection, structures inspection, electrical inspection, welding inspection, drainage system inspection, sanitary sewer and water main inspection, signing and striping inspection, irrigation and landscaping inspection, checking grade and alignment, monitoring construction traffic control, observing materials sampling and testing, and ensuring that all work is in compliance with project plans and specifications.
 - b. Inspection will also be required for advanced utility relocations or installations as directed by the City.
 - c. Identify actual and potential problems associated with the construction project and recommending sound engineering solutions to the City.
 - d. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
 - e. Prepare calculations, records, reports and correspondence related to project activities.
 - f. Assist in the preparation of "As-Built" plans and other record documents.
 - g. Observe the performance of a variety of field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests.
 - h. Consultant's inspectors shall observe and report on the performance of all tests and special inspections performed by the Contractor's independent third-party testing laboratories and inspectors to ensure compliance with the Construction Contract requirements.
 - i. Perform and assist in performing Utility and Advanced Utility installations and relocation inspections and related duties as directed by the City.
 - j. Report promptly to the Resident Engineer and notify the Contractor of safety violations or traffic control issues observed during the inspection of Work.
 - k. Construction inspection and materials sampling and testing shall be in accordance with:
 - The Project Plans, Technical Specifications and Special and General Conditions.
 - City Construction Management Procedures and other City procedures.
 - Other applicable Standards and Procedures

6. Personnel Qualifications and Responsibilities

1. Project Manager

The preferred minimum qualifications for the Project Manager assigned to this project are as follows:

- a. Ten (10) years relevant construction management experience on similar construction projects.
- b. Five (5) years of experience as a Project Manager, acting as the Owner's representative.
- c. Ability to work independently and perform all construction management field office duties.
- d. Thorough knowledge of construction practices, and the ability to read and interpret plans and specifications.
- e. Ability to make effective decisions concerning field problems and work in progress.
- f. Licensed Civil Engineer in the State of California.
- g. Proficient in the use of computer application programs Word and Excel.
- h. Current OSHA 10 Hour Certification.
- i. QSP / QSD certification is desirable and needed for at least one field inspector.

Under the direction of the City, the Project Manager will assume the following functional responsibilities, and shall possess experience in all of these areas:

- a. Act as the City's authorized representative in matters related to the construction phase of the Project affecting City facilities.
- b. Perform quality assurance inspections to achieve compliance with contract plans and specifications on all phases of construction, such as paving, structures, grading, drainage, sewer, water, utility relocation, electrical installation, sign installation and landscaping items.
- c. Maintain continuous communication with the City's Project Manager and staff, Contractor, and field personnel, to resolve community project problems and to advise them of work conditions affecting the neighborhood.

2. Field Inspectors

The preferred minimum qualifications for the position of Field Inspector are as follows:

- a. Four (4) years construction experience on a similar project or other relevant experience.
- b. Two (2) years of experience inspecting the work features that the inspector is assigned to as his/her primary responsibility; e.g., roadway, drainage and utility systems, structures.
- c. Knowledge of construction practices, physical characteristics and properties of roadway, structures, drainage and utility systems construction materials, and the approved methods and equipment used in making physical tests of construction materials.
- d. At least one field inspector should have QSP / QSD certification.
- e. Ability to work independently and perform duties in the construction field office.
- f. Ability to effectively make minor decisions concerning work in progress and solving field and office problems.
- g. Proficient in the use of computer application programs Word and Excel.

Under the direction of the Project Manager, each Field Inspector will assume the following functional responsibilities and shall possess experience in all of these areas:

- a. Perform quality assurance inspections to achieve compliance with contract plans and specifications on all phases of construction, such as paving, structures, grading, drainage, sewer, water, utility relocation, electrical installation, sign installation and landscaping items.
- b. Maintain continuous communication with the Project Manager and other field personnel and staff. The number of Consultant inspection personnel required for the Project is expected to fluctuate based on the needs of the project. Consultant shall perform construction inspection services.

7. Consultant Staffing Levels

The anticipated category and quantity of Consultant personnel required for the Project are listed below. The number of personnel will vary depending on the needs of the Project, and the Contractor's progress. The type of personnel anticipated to be required at various times during the course of construction is listed below. The personnel listed below are not intended or anticipated to be full time equivalent (FTE) positions and time commitment for each will vary based on project needs.

Project Manager	1
Roadway Inspector	1
Drainage and Utility Systems Inspector	<u>1</u>
Total:	3

A preliminary project staffing plan shall be submitted by the Consultant's Project Manager for review and acceptance by the City. The staffing plan shall be amended and submitted for review and acceptance after review of the Contractor's baseline schedule or any significant change in the Contractor's schedule. It is anticipated that Consultant personnel will be added and subtracted on an as-required basis during construction. Any changes in staffing levels shall be approved in advance by the City.

The level of effort will be re-evaluated periodically to assure that the appropriate level of effort is maintained.

8. Schedule of Performance

It is anticipated that the Project Manager, Roadway Inspector, and Drainage and Utility Systems Inspector, will be required approximately within two (2) weeks after Notice to Proceed. Other personnel will be added when their services are required and as indicated by the Consultant's accepted current staffing plan. Personnel assigned to the contract shall remain assigned to the contract for the duration of the contract.

EXHIBIT B
CONSULTANT'S PROPOSAL

December 13, 2018

Proposal to Provide
**Construction Support Services for the
I-405 Improvement Project**



Prepared for the
City of Costa Mesa
Transportation Services Division
Attn: Jennifer Rosales, Transportation Services Manager
77 Fair Drive
Costa Mesa, CA 92628 - 1200

By
Interwest Consulting Group, Inc.



James G. Ross
Public Works Group Leader
15140 Transistor Lane
Huntington Beach, CA 92649
jross@interwestgrp.com
O | 714.899.9039
C | 714.742.1551

December 13, 2018

City of Costa Mesa
Transportation Services Division
Attn: Jennifer Rosales, Transportation Services Manager
77 Fair Drive
Costa Mesa, CA 92628 - 1200



RE: Proposal to Provide Construction Support Services for the I-405 Improvement Project

Interwest Consulting Group is pleased to submit our proposal to provide construction support and inspection services pertaining to the I-405 Improvement Project in the City of Costa Mesa. Our submittal is crafted for the purpose of demonstrating our ability to perform the tasks outlined in your RFP.

With more than 400 employees, we are large enough to provide qualified staff in a variety of public works specialties, yet small enough to ensure that we maintain focus and are responsive to the City's needs. We currently serve over 100 cities, counties and state agencies including the municipalities of Costa Mesa, Fountain Valley, Irvine, Santa Ana, San Juan Capistrano, and Newport Beach, just to name a few.

Interwest is an excellent choice to provide a variety of public works services to the City of Costa Mesa for the following reasons:

- Experience providing plan review services on the I-405 project in other local municipalities, including Costa Mesa and Fountain Valley
- Years of experience serving the City of Costa Mesa with similar construction support services on CIP projects, as well as other public works, traffic engineering, and building safety tasks.
- Proven ability to deliver in complex municipal environments
- Well-qualified staff that will meet or exceed goals set for the assigned project

We thoroughly understand the challenges and requirements faced by municipal governments since many of our staff have held senior and executive management positions with numerous California cities. Our staff includes former Public Works Directors, City Engineers, Traffic Engineers, and Capital Projects Managers. Accordingly, our professional staff truly understands and values the importance of maintaining a focus on representing the interests of our public agency clients in a manner which reflects positively on the cities we serve.

James G. Ross, Public Works Group Leader, will serve as Principal-in-Charge and the main management contact for the City. James is an authorized representative of Interwest Consulting Group with the authority to sign all necessary agreements. Our proposed Project Manager for this contract is **George Alvarez, PE, TE**. George has successfully planned, implemented, and administered public works projects and programs for more than 40 years. Contact information for Mr. Ross and Mr. Alvarez follows:

James G. Ross

15140 Transistor Lane
Huntington Beach, CA 92649
714.899.9039 Office
714.742.1551 Direct
jross@interwestgrp.com

George Alvarez, PE, TE

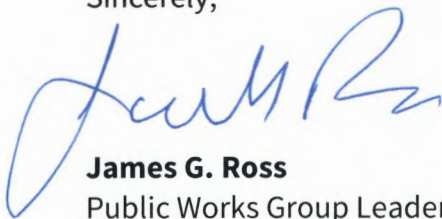
15140 Transistor Lane
Huntington Beach, CA 92649
714.899.9039 Office
714.615.0883 Direct
galvarez@interwestgrp.com

Our team possesses the experience and skills necessary to work with City staff to successfully achieve established goals. We view the keys to serving the City of Costa Mesa as follows:

- Providing all services in a coordinated, timely, cost-effective & transparent manner
- Providing a high level of customer service for internal and external customers
- Balancing the need to ensure conformance to standards and regulations with the need for predictability, uniformity and efficiency

Services will be directed from our Huntington Beach office, address noted above, which serves the entire Southern California region with professional staff performing functions in all of our disciplines. We appreciate the opportunity to present our proposal for your review and consideration; it remains valid for a period of 180 days. We are available to meet with you to discuss our proposal and approach in more detail at your convenience. Please call if you have any questions or would like additional information.

Sincerely,



James G. Ross

Public Works Group Leader

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Firm Experience

A. COMPANY BACKGROUND

The seamless integration of municipal service professionals in support of public agencies has been our purpose since Interwest Consulting Group formed in 2002. Interwest was founded by individuals with a passion for serving municipalities. We currently employ more than 400 employees spanning a multitude of disciplines within public works and building and safety departments throughout California. We currently serve over 100 cities, counties and state agencies, including the municipalities of Costa Mesa, Newport Beach, Santa Ana, Anaheim San Juan Capistrano, and Yorba Linda, just to name a few.

We provide the following services to cities/counties: **Municipal Engineering, Construction Management & Inspection, Traffic Engineering, Building Safety, Geographic Information System (GIS), Information Technology (IT), and City Planning.**

Our staff has held senior and executive management positions within numerous California cities including the titles of City Engineer, Public Works Director, Traffic Engineer and other well-seasoned management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

Corporate Structure: S-Corporation incorporated in the State of Colorado and licensed to do business in the State of California

Duration of Company Operation: 16 years

B. SIMILAR PROJECTS

The following are sample project descriptions for similar services performed for local agency clients. Our references will attest to our adherence to project schedules and budgets.

City of Costa Mesa | 2007 - Present

Contact: Bart Mejia, City Engineer | 714.754.5291 | baltazar.mejia@costamesaca.gov

Key Personnel: Ludy Smeets, Project Manager; Kamran Saber, Plan Review Engineer; Gary Miller, Plan Review Engineer; Chuck Stagner, Construction Manager and Inspector; Nicole Jules, Traffic Engineer; Ruth Smith, Traffic Engineer

I-405 Plan Review Services: Services Interwest has provided in connection with the I-405 Improvement Project to this point include: Review and plan check of I-405 corridor improvements including impacts on adjacent streets, rights of way, interchanges, and utilities such as sewer, water and storm drains at current design stage level; Review of traffic control plans for subsurface explorations;

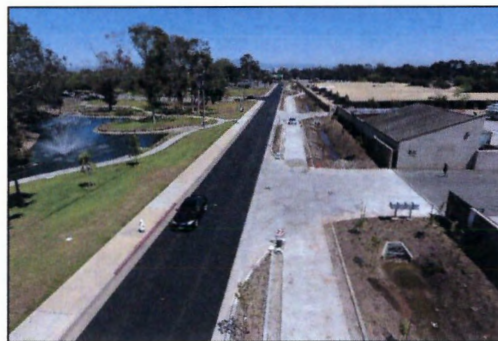


Coordination with OCTA and the consultant Parsons regarding project submit all timing and plans and corresponding review responses delivery; Review of plans against current water quality standards within the City jurisdiction; and holding meetings with the Design /Build team for project coordination.

East 19th Street, Safe Route to School Project from Church Street to Irvine Ave: This was a federal project requiring continuous documentation and strict compliance with the Caltrans Local Assistance Program Guidelines Manual. Tasks performed by Interwest staff included finalizing the plans and specifications for bidding purposes, advertising for bids, accepting the bids, and administratively presenting the project to the City Council for award of project to the successful bidder. The Interwest team provided the continuous project management and inspections from the beginning of work through project completion and audit. Implied tasks also included the review and approval of project submittals, providing information and updates to the public, preparation of progress payments to the contractor, and continuous coordination with the funding agency. The East 19th Street project was a 4,700 lineal foot street traffic calming project with a total of 7 intersections. Each intersection had bulb-outs at all corners, reducing the street widths to one lane in each direction, which effectively reduced the traffic speed for the entire segment - thus providing traffic calming. Each of the bulb-outs included landscaping and irrigation to support the plant palette. Each intersection was also repaved after grinding to create acceptable grades. Monuments and supporting lighting were also provided for this segment as well as improved traffic striping to accommodate the sharing of the street with bicycles. This project cost \$1.6M. Construction began in April 2017 and was completed February 2018.

Arlington Drive Improvements, Measure M OCTA and Storm Channel Improvement Project:

This was a project funded by multiple sources including OCTA and Drainage Improvement funds, which required continuous documentation and adherence with OCTA procedures. This project consisted of reducing the potential for major storm damage within the areas west of Newport Boulevard and Arlington Drive behind the Orange County Fairgrounds. Construction included a complete increase in storm drain sizing followed by the construction of a bio-swale for low flows and the reduction of pavement through Arlington Drive to a length of 4,800 lineal feet. Additionally, a multi-purpose, bike/pedestrian and skating recreational trail was constructed meandering along the bio-swale south of Arlington Drive, and safety-lit crossings were added to protect pedestrian traffic between the existing schools and a park north of the street crossing to the fairgrounds on the south side. Aesthetically pleasing landscaping along the project length was another positive addition to the affected area. Tasks included finalizing the plans and specifications for bidding purposes, advertising for bids, and administratively presenting the project to the City Council for award. Interwest provided continuous project management and inspection throughout the project duration. We also reviewed and approved project submittals, interfaced with the public, prepared



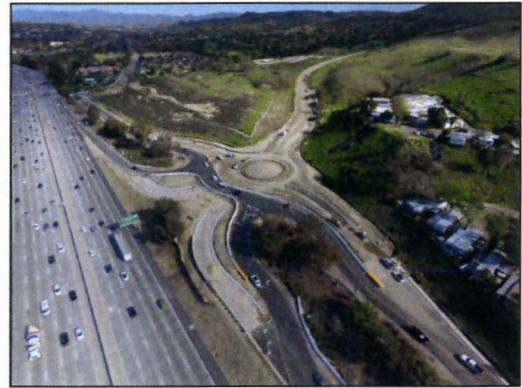
progress payments to the contractor, and coordinated with the funding agencies. The Project cost \$4.3M. Construction began in November 2017 and was completed in June 2018.

City of San Juan Capistrano | 2013 – Present

Contact: Tom Toman, Asst. Public Works Director | 714.493.1171 |
ttoman@sanjuancapistrano.org

Key Personnel: George Alvarez, PE, TE, Project Manager, City Engineer

La Novia/I-5 Roundabout: This \$3.5 million project completed in March 2017 was the first roundabout constructed in the City of San Juan Capistrano and the first at a freeway interchange in Orange County. The roundabout replaced the existing offset intersection to reduce congestion and enhance traffic safety. It also provided traffic mitigation for several large subdivision projects in the near vicinity. The roundabout involved multi-agencies including the Federal Highway Administration and Caltrans. George



managed the project and he, in partnership with FHWA and Caltrans, presented the roundabout alternative to the City Council and approved it to move forward with design. The project recently received an award for the APWA Southern California Chapter for Best Awards.

Ortega Highway/I-5 Interchange: Completed in 2015, this \$85 million project involved the replacement of a new freeway interchange at Ortega Highway and I-5. Although Caltrans was the lead agency, George was the City's representative regarding traffic management and local street design. The project involved extensive outreach with business community to lessen the economic impact during the road closures. The project was completed on schedule as the City involvement made sure the project did not create delays.

City of Maywood | 2016 – Present

Contact: David Mango, Director, Building & Planning | 323.562.5721 |
david.mango@cityofmaywood.org

Key Personnel: Nicole Jules, Traffic Engineer; Chuck Stagner, Construction Inspector

60th Street and Heliotrope Avenue Traffic Diversion

Project: The project generally consists of the complete installation of street improvement measures at 60th Street and Heliotrope Avenue, including the installation of colored concrete pavement, curb and gutter, curb ramps, crushed miscellaneous base, landscaping, local depression, sidewalk, traffic striping and pavement markings, removal and replacement of roadway signs, cold milling, and paving. The project also includes the demolition and removal of existing asphalt pavement, curb and gutter, curb ramps, local depressions, sidewalk, excavation of unclassified material, grading and traffic control.



Interwest provided project and construction management and inspection of this project, including all street, pavement, curb and gutter, island and access ramp work and the installation of signs, striping, and landscape work. Our engineering team also reviewed and presented alternatives to address roundabout navigation issues encountered during the implementation of this ambitious City project, the goal of which was to improve the safety of drivers, pedestrians and large commercial trucks, all of which had had previous trouble at this intersection.

C. REFERENCES

Below are contacts for current municipal Southern California clients.

City of Maywood

David Mango, Director of Building & Planning | 323.562.5721 | david.mango@cityofmaywood.org
Project Description: Project Management, Construction Management & Inspection, Traffic Engineering, Building & Public Works Plan Review Services, and Building Inspection.

City of Rancho Palos Verdes

Natalie Chan, Senior Engineer | 310.544.5289 | nataliec@rpvca.gov
Project Description: Project Management, Construction Management & Inspection, Traffic Engineering, and Building & Public Works Plan Review Services.

City of San Juan Capistrano

Tom Toman, Assistant Public Works Director | 714.493.1171 | ttoman@sanjuancapistrano.org
Project Description: City Engineering, Traffic Engineering, Project Management, Construction Management.

City of Eastvale

Michele Nissen, Former City Manager | 951.549.0029 | michele.nissen@coronaca.gov
Project Description: Full Service Public Works and Building Safety Department staffing and services, including Project Management and Construction Management and Inspection.

D. FAMILIARITY WITH THE I-405 CORRIDOR

Interwest's team of professionals is uniquely qualified to provide the requested services on the I-405 Improvement Project for the City of Costa Mesa. Kamran Saber, PE, QSD and Gary Miller, PE have performed plan review and attended meetings for the Cities of Costa Mesa and Fountain Valley, and they have an in-depth understanding of the project and the expertise required. In addition to our specific experience with the I-405 corridor, our team also has a wealth of experience with large scale highway projects requiring close coordination with OCTA and Caltrans elaborated on in the following section.

E. OTHER INFORMATION

In addition to the above-mentioned, project-specific experience, our team also has a wealth of knowledge and history providing related services on similar projects throughout their careers.

Proposed **Project Manager, George Alvarez, PE, TE** is a seasoned professional with more than 40 years of experience providing Public Works Services throughout Southern California. While employed with the City of Santa Ana as the City Engineer, George provided oversight for several freeway widening projects including the **I-5, SR 22, and SR 55 projects**. He has worked extensively with OCTA staff and has developed a professional and excellent working relationship with OCTA management. George also served on OCTA's TAC and Steering Committee. He also has extensive experience in working with OCTA and Caltrans involving freeway widening projects that impact local agencies.

George Alvarez also served as the City Engineer/Project Manager when he was with the City of Santa Ana's Public Works Agency for the development phase of the OC Street Car. The scope of work consisted of reviewing the alternate routes, utility coordination, and cost estimates. The project required close coordination with OCTA and the City's engineering consultant.

George has also served as City Engineer and Traffic Engineer for the City of San Juan Capistrano. During this time, he worked on several projects in close coordination with OCTA and Caltrans. One example was the **new freeway interchange at Ortega Highway and I-5**. George was responsible for managing the traffic management plan and technical support to the City during construction. Working closely with Caltrans, he attended weekly construction meetings and represented the City's interests.

George also reviewed the street improvement plans including signing and striping, and the phasing plan, for the **Laguna Niguel/San Juan Capistrano Siding Project**, which was also led by OCTA. This project consisted of adding a second track for approximately two miles from Laguna Niguel to San Juan Capistrano. George worked closely with OCTA's project manager and their consultant. Construction will commence in early 2019.

Additionally, our proposed **Deputy Project Manager and OCTA Coordinator, Manuel Gomez**, has years of relevant Orange County, OCTA, and transportation project experience. As the Public Works Director of the City of Irvine for 13 years, Manuel's responsibilities included providing oversight and directing all aspects of City staff interactions with OCTA and Caltrans on major infrastructure improvements including:

The Sand Canyon Avenue and Jeffrey Road Grade Separations - These projects were constructed in partnership and close coordination with OCTA, Metrolink, and numerous utility companies with combined project budgets of approximately \$115 million. The scope of these complex projects included construction of new triple track railroad bridges and a separate bicycle and pedestrian bridge traversing over two major arterial roadways. Manuel and his staff also managed the implementation of the project's community communications plans and significant construction detours.

Jamboree/I-405 Interchange Widening - This \$15 million project provided for the realignment and widening of the Jamboree/I-5 Freeway Interchange. Working directly with Caltrans, OCTA and the City of Tustin, Manuel directed the project design, right-of-way acquisition and construction phases. The project was constructed in multiple phases requiring significant coordination with Caltrans and adjacent businesses to ensure public access impacts were kept to a minimum.

Consultant Qualifications and Staffing

A. KEY PERSONNEL

These staff members, or individuals with commensurate experience and qualifications as approved by the City, will be available full or part time as dictated by workload and timing. Resumes of key personnel are included in the *Appendix*.

Staff (* Key Personnel)	Title	Responsibility	Anticipated Annual Hours
James G. Ross	PRINCIPAL-IN-CHARGE	PROJECT MANAGEMENT	100 HOURS
George Alvarez, PE, TE*	PROJECT MANAGER SENIOR ENGINEER		
Manuel Gomez*	DEPUTY PROJECT MANAGER OCTA COORDINATOR		
Ludy Smeets, PE	SENIOR ENGINEER	SENIOR ENGINEER SERVICES	46 HOURS
Kamran Saber, PE, QSD	SENIOR ENGINEER – PLAN REVIEW		
Gary Miller, PE	SENIOR ENGINEER – PLAN REVIEW		
Hamid Abedzadeh, PE, QSD*	ROADWAY/DRAINAGE & UTILITY INSPECTOR	CONSTRUCTION INSPECTION	300 HOURS
Chuck Stagner*	ROADWAY/DRAINAGE & UTILITY INSPECTOR		
Tom Marnocha, QSP, CSSWEI	ROADWAY/DRAINAGE & UTILITY INSPECTOR		
Nicole Jules, PE	TRAFFIC SUPPORT ENGINEER	TRAFFIC ENGINEERING	AS-NEEDED
Ruth Smith, TE, PTP	TRAFFIC SUPPORT ENGINEER		

Qualifications Chart

The following is a chart of our proposed staff's licenses and certifications.

Name	Current Licenses & Certifications
George Alvarez, PE, TE <i>Senior Engineer Project Manager</i>	CA Registered Professional Civil Engineer 25161 CA Registered Professional Traffic Engineer TR485
Manuel Gomez <i>Deputy Project Manager OCTA Coordinator</i>	B.S. Civil Engineering, Cal State University, Long Beach OCTA Technical Advisory Committee, Chair 2018
Ludy Smeets, PE <i>Senior Engineer</i>	CA Registered Professional Civil Engineer 37221 AZ Registered Professional Civil Engineer 28642 NV Registered Professional Civil Engineer 11105
Kamran Saber, PE, QSD <i>Senior Engineer</i>	CA Registered Professional Civil Engineer C47567 Qualified SWPPP Developer/Practitioner (QSD/QSP)
Gary Miller, PE <i>Senior Engineer</i>	CA Registered Professional Civil Engineer 36897
Hamid Abedzadeh, PE, QSD <i>Roadway/Drainage & Utility Inspector</i>	CA Registered Professional Civil Engineer C 51298 QSP, Qualified SWPPP Developer C 51298
Chuck Stagner <i>Roadway/Drainage & Utility Inspector</i>	Best Management Practices (BMP) Certificate Holder OSHA Competent Person Certification OSHA Confined Space Certification

<i>Name</i>	<i>Current Licenses & Certifications</i>
Tom Marnocha, QSP, CSSWEI <i>Roadway/Drainage & Utility Inspector</i>	Certified Erosion, Sediment & Storm Water Inspector 2305 QSP, Qualified SWPPP Practitioner 22064 CALTRANS , Post Earthquake Inspections & Safety Evaluation CALTRANS, Sampling & Testing Construction Materials NICET, Level II Certification AWS, Certified Associate Welding Inspector
Nicole Jules, PE <i>Traffic Support Engineer</i>	CA Registered Professional Civil Engineer C65984
Ruth Smith, TE, PTP <i>Traffic Support Engineer</i>	CA Registered Professional Traffic Engineer TR1650 Professional Transportation Planner (PTP) Certificate

Organizational Chart

The following is an organizational chart for our proposed staff. Any changes to personnel will be made in writing and subject to City approval.



B. SUBCONSULTANTS

We do not anticipate the use of subconsultants during this engagement.

C. OFFICE LOCATIONS

We understand that occasionally staff may be required to operate from City facilities. When this is not the case, services will be directed from our Huntington Beach office:

15140 Transistor Lane, Huntington Beach, CA 92649

D. FIRM'S RESOURCES, COMMITMENT, AND ABILITY

Interwest is devoted to meeting and, where possible, surpassing the City's expectations for the quality and timeliness of work provided under this contract. Moreover, we also have years of experience serving the City of Costa Mesa and a proven track record of attending meetings, advising staff, preparing and presenting reports to City staff and the City Council, and assisting with due diligence and disclosure processes all within the City of Costa Mesa. We look forward to the opportunity to continue providing the cost-effective, accurate, and expeditious services the City has come to expect from the Interwest team.

SECTION 4

Work Plan and Methodology

A. IMPLEMENTATION PLAN

Project Understanding

Interwest understands that the City is looking for a qualified firm to represent and protect City's interests during the construction phase of the I-405 Improvement Project for a period of approximately five years. We understand that anticipated tasks include but are not limited to:

- Attending meetings with Caltrans, OCTA, Design-Build team, City, etc.
- Conducting field inspection to verify construction is in compliance with the approved plans and specifications
- Preparing all required construction documents as specified
- Providing support to City staff regarding Citizen's inquiries, public notifications and outreach during construction
- Obtaining and verifying as-built drawings from the Contractor
- Assisting the City with project close out activities
- Preparing, circulating and filing correspondence and memos, as appropriate
- Maintaining detailed records and documenting the work of City facilities

We are more than confident in our team's ability to carry out all areas of the scope listed. The methods by which our firm approach and manage these tasks have been described in detail in the following pages.

General Requirements

Our Inspectors will ensure that all work conforms to the project construction documents, City Codes and Ordinances including the City Grading Code and Manual; APWA "Greenbook" Standard Specifications for Public Works Construction; Regional, State, and Federal regulations pertaining to water quality management; AWWA Standards; County Public Works Standards; State and Federal Building Codes related to site accessibility as well as Title 24 and ADA requirements, Caltrans' Local Programs Manual; the City's Quality Assurance Plan

for Federal and State Funded Projects; and all applicable prevailing wage laws including the Davis-Bacon and Related Acts.

Our team of professionals proposed for this assignment has extensive career expertise in the public works industry. Our local knowledge in combination with our depth of experience translates into better, more consistent decision making. This provides the City with excellent value not only today in cost for services, but more importantly in the future while operating the infrastructure. We shall be an advisor and advocate and provide services with the best interest of the City in mind.

All inspections shall be carried out using City established policies and procedures with the highest quality staff in a timely and professional manner. We understand that the number of staff and duration of the assignments will vary depending on the needs of the project, and will be determined by the City.

Our team will be available within two weeks from written notification by City to provide the following services.

- We will monitor the Contractor's **traffic control measures** and ensure that any deficiencies are quickly resolved. Our team will work closely with contractor, OCTA, Caltrans, Design/Build team and City staff to lessen the traffic impacts due to lane closures during construction. Past experience for similar projects has proven this is an important task to closely monitor during construction. Constant communication with City staff, residents, and business community regarding detours during construction is imperative as detours change for each phase of construction. We expect traffic detours and lane closures in particular will require substantial public outreach to residents and business' to provide advanced warning and mitigate impacts.
- We will ensure all work is performed in accordance with the **latest City, Caltrans, and other applicable regulations, policies, procedures, manuals and standards**. Our staff will remain familiar with and in possession of these documents for reference.
- Our Project Manager, **George Alvarez, PE, TE**, and our Deputy Project Manager, **Manuel Gomez**, will coordinate with the City and other agencies and be responsible for all matters related to our personnel and operations. They will both be accessible to the City at all times during normal working hours. Should George be unable to continue with the project, Manuel shall become the primary representative. We understand that all changes to personnel will need to be approved by the City.
- We furthermore understand that our **Project Manager** will assume the following responsibilities:
 - Review, monitor, train, and provide general direction for our staff.
 - Assign staff on an as-needed basis and as approved by the City.
 - Prepare monthly reports for delivery to the City.
- Necessary staff will be available to **attend meetings** deemed necessary to ensure an understanding of contract objectives. Our team will efficiently resolve any issues identified during discussion regarding all work objectives, the work schedules, the

terms of the contract, and any other related issues.

- We will submit detailed resumes for all personnel for the City's review and approval prior to assignment to the Project. We will communicate frequently with the City in assessing the quality and quantity of the work our staff performs to **ensure client satisfaction**. If at any time the level of performance is below expectations, we will present a suitable alternative candidate for the City's approval.
- Similarly, if any of our staff require a leave of absence, our Project Manager will provide an **equally-qualified replacement** for the duration of the absence, with credentials and experience deemed acceptable by the City.
- Our staff will be **available as workload demands**, including, if required by the City, overtime and night work. In the event that our staff is not required due to inclement weather or suspension of work, we would request reasonable notice.
- Our entire team is knowledgeable of, and will ensure compliance with, all applicable local and federal regulations; cooperate and consult with City officials over the course of the contract; and perform other duties as required to ensure that the construction is performed in **accordance with the contract documents and project plans and specifications**.
- We will keep **detailed project records** and **document project work** as directed.

Construction Support Services

We also understand that services pertaining to construction will include the following.

Submittals and Samples – We will review the Contractor's submittals and samples for compliance with the City's procedural requirements. We will also coordinate them with information contained in related documents and transmit to the Contractor, or other approving authority, as appropriate. Our team will review Submittals for conformance to Construction Contract Documents, and, in collaboration with the Contractor, we will establish and implement procedures for expediting processing and approval. We will prepare weekly tracking reports representing new Submittals for the past week, Submittals which have been reviewed and approved, and Submittals which are being reviewed by a designated party. We will communicate to the City any unsatisfactory progress which may have cost or time consequences.

Requests for Information – Our team will support the OCTA Project team to assist in the review of Contractor's requests for information (RFI's) of the meaning and intent of the Plans and Specifications or Contract requirements, and assist in addressing any questions related to City standards or facilities. We will prepare weekly tracking reports listing new RFI's related to City standards or facilities issued for the past week, RFI's which have been resolved, and outstanding RFI's yet to be resolved.

Project Record Documents - For all improvements on City right of way and facilities, our team will accurately maintain the following: a record copy of all Contracts, Drawings, Plans, Specifications, Addenda, Change Orders and other Modifications, in good order and marked

to record all changes made during construction; shop drawings; product data; Samples; Submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or Work. All records will be available to City, and, at the completion of the Project, we will deliver all such records to the City in a manner acceptable to the City.

Project Communications and Document Control – Our team will coordinate and relay all written and electronic communications between OCTA or Contractor and City related to the Project. As the City’s agent, we will manage communications and submissions directed to the City and respond to OCTA or Contractor in a timely manner. We will create, maintain, file and store all Project correspondence, records and documents in accordance with the City’s Document Control System.

Punch List Preparation and Completion - When the Contractor's Work on City right of way or facilities, or a designated portion thereof, is determined to be substantially complete, we will oversee the Contractor’s preparation of a list of incomplete or unsatisfactory items and a schedule for their completion. In concert with the City and other applicable agencies, we will conduct final inspections of the Work and issue the punch list in coordination with the Contractor. We will monitor the Contractor during the correction and completion of the punch list Work and coordinate re-inspections until all items are corrected or approved.

Close-Out Process – We will monitor and evaluate the Contractor’s completion of work on City right of way or facilities and make recommendations to the City regarding compliance with all project close-out requirements and final completion of all Work of the Construction Contract. We will secure and transmit to City all required documents, including operation and maintenance manuals, record drawings and other Project close out documents required by the Construction Contract Documents.

Monthly Project Status Reports – Our team will prepare monthly written project status reports during the construction phase in a format acceptable to the City. We will submit three paper copies and one electronic copy in .pdf format within seven calendar days after the data date of the report, containing the following information:

- Project summary
- Project schedule status, comparing actual progress to objectives, including a summary and a level bar-chart showing previous update targets and current schedule update
- Description of the Contractor Work activities planned to be performed next month
- Status of all Submittals, RFI’s, Change Orders and Claims in process, including copies of tracking logs
- Identification of risks to the Project, and
- Any performance problems of the Contractor

Construction Inspection Services

Our inspection team will be available to the City as-needed to perform and assist with the duties of construction quality assurance inspection and engineering, including but not limited to: paving, base, and sub grade inspection, utility relocation inspection, structures inspection, electrical inspection, welding inspection, drainage system inspection, sanitary sewer and water main inspection, signing and striping inspection, irrigation and landscaping inspection, checking grade and alignment, monitoring construction traffic control, observing materials sampling and testing, and ensuring that all work is in compliance with project plans and specifications.

With their years of relevant experience supporting Southern California municipalities with similar projects, our team will be able to accurately identify actual and potential problems associated with the construction project and recommend sound engineering solutions to ensure smooth delivery.

We understand that our inspection team's responsibilities will include:

- Maintaining awareness of safety and health requirements and enforcing applicable regulations and contract provisions for the protection of the public and staff.
- Preparing calculations, records, reports and correspondence related to the project.
- Assisting in the preparation of "As-Built" plans and other record documents.
- Observing the performance of a variety of field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. Our inspectors will observe and report on the performance of all tests and special inspections performed by the Contractor's independent third-party testing laboratories and inspectors to ensure compliance with the contract requirements.
- Performing and assisting in the performance of Utility and Advanced Utility installations and relocation inspections and related duties as directed by the City.
- Reporting promptly to the Resident Engineer and notifying the Contractor of safety violations or traffic control issues observed during the inspection of Work.
- Ensuring that construction inspection and materials sampling and testing is in accordance with: Project Plans, Technical Specifications and Special and General Conditions; City Construction Management Procedures and other City procedures; and other applicable Standards and Procedures

B. CLIENT SATISFACTION

Interwest always strives for complete client satisfaction. For all projects we will create and apply tailored management systems that work and will carefully monitor program effectiveness, closely tracking work quality, quantity and cost. Delivering projects under aggressive schedules requires careful management, administration, and oversight of project development teams from inception to completion with committed, complete ownership of all aspects. Despite this approach, some projects may fall behind schedule. If this occurs,

Interwest will quickly review the reasons for the delay, identify options for getting the project back on track, and implement the selected option after consulting with the City. Scope, schedule and budget impacts of the delay will be scrutinized to ensure critical elements are not jeopardized by implementation of the corrective action.

C. PROJECT SCHEDULE

In response to the RFP's request for a detailed project schedule, we prepared a schedule that assumes construction activities impacting the City's infrastructure primarily between late 2019 and continuing through 2022. Our proposed staffing reflects this assumption and can be adjusted as the City deems appropriate based on actual construction activity.

Our team will be available to assist the City in completing the review of the project final design phase (estimated in 2019) and during the entire construction phases for both Fairview Avenue and Harbor Boulevard (estimated in 2019 through 2022). In addition, we will provide the administrative functions necessary during the project close-out phase (following completion of construction). Appropriate staff will be available within two weeks after a Notice to Proceed is issued. Other personnel will be added when their services are required.

An advantage to contracting with Interwest Consulting Group is our ability to tailor our services to the specific needs of the client as appropriate. As construction begins and the project develops, staffing needs may vary dramatically. With more than 400 employees, our depth of staff resources means that the City will not be negatively affected by a staff absence or an unanticipated increase in workload. Conversely in times of decreased activity, our role as contract staff also allows the City to downsize assigned staff quickly and simply to avoid unnecessary cost.

D. REQUIREMENTS FROM CITY STAFF

Interwest does not anticipate the need for any city provided resources, assistance, or other items for any work performed offsite. Should the City require on-site services, each of our staff members would require a basic work space to conduct the work required of them. This may include a desk, chair, desk phone, access to a city computer and basic office supplies. Interwest field staff will come fully equipped with all necessary inspection materials, mobile phone and vehicle. We expect City staff, working with OCTA, will want to lead in the public outreach efforts for the project with as needed support provided from Interwest.

E. INNOVATION

A strong communication plan will be critical to keep Costa Mesa businesses, commuters, visitors and residents informed regarding project progress and construction impacts. We suggest the City consider expanding on the OCTA public outreach program and we are prepared to assist in this effort. We propose developing an innovative, real-time, accurate project communication plan that anticipates community inquiries and minimizes time spent by City staff responding to project inquiries. Based on our review of available information regarding the projected schedule, the City can anticipate gaps in construction activity, during which the public can become frustrated by interim lane closures and temporary detours

when no apparent work is taking place. Making accurate information available to the public in advance and providing continuous updates will help mitigate these situations.

SECTION 5

Exceptions | Deviations

Interwest has reviewed the Scope of Work and sample Professional Services Agreement (Appendix A). We do not propose any exceptions, alterations or amendments.

SECTION 6

Cost Proposal

The rates displayed in the fee schedule below reflect Interwest's current fees. Pricing below shall remain firm for a period of two (2) years. All requests for pricing adjustments will be provided 60 days prior to the end of the contract period. Any such adjustment will not exceed the local Bureau of Labor Statistics Consumer Price Index data. Our firm's proposed staffing plan has been provided in *Section 3, Consultant Qualifications and Staffing*.

Our proposed budget for this project is based on our assumption of a \$200,000 contract total for the initial term of three (3) years.

Employee	Title	Hourly Rate	Total Cost	Overtime Rate (140%)
James Ross George Alvarez Manuel Gomez	Project Management	\$160	\$16,000	N/A
Hamid Abedzadeh Chuck Stagner Tom Marnocha	Senior Inspector	\$125	\$37,500	\$175
Ludy Smeets Kamran Saber Gary Miller	Senior Engineer	\$140	\$6,440	N/A
Total Estimated Annual Price			\$59,940	

Disclosure

Interwest's only business relationships with City employees have been contractual consultant engagements through competitive bid, similar to this procurement. We have no other past or current personal or business relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, City employee.

APPENDIX

Resumes

The following are the individual resumes for key staff from our proposed team. Resumes for all team members are available upon request.



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EDUCATION

Bachelor of Science
Civil Engineering
California State University Long Beach
Long Beach, CA

Santa Ana Advanced Leadership
Development Program
Santa Ana Public Business Management
Program

REGISTRATIONS CERTIFICATIONS

CA Registered Civil Engineer | 25161
CA Registered Traffic Engineer | 485

AWARDS

President, Public Works Association
California Chapter, 2010
Government Leader of the Year
American Society of Civil Engineers 2002
Top Public Works Leader of the Year
Public Sector
APWA 2000
Member – Technical Steering Committee
OCTA 2010-2011

George Alvarez, PE, TE

Project Manager

CA Registered Professional Civil & Traffic Engineer

George has over 40 years of successful planning, implementing, and administering public works projects and programs. He brings a solid history of successful management with over 35 years as a Public Works City Engineer. Recognized as a dedicated professional with exemplary work ethic, he focuses on continuous process improvements while maintaining the ability to effectively navigate through politically sensitive environments. George has managed capital projects over \$100M. He has experience in budget preparation and maintenance, negotiations, organization development, grant funding, and project management. He is committed to serving the needs of the client through strong leadership and a collaborative approach.

PROJECT SPECIFIC EXPERIENCE

City Engineer

2012 - Present

Interwest Consulting Group, Inc. | CA

Provides project management for the construction of the municipal public works projects. Oversees assigned projects to ensure contractor compliance with time and budget parameters for the project. Prepares operational guidelines for subordinate divisions and monitors response. Prepares the Capital Improvement Program budget for local agencies. Responds to public or other inquiries relative to engineering policies and procedures on specific projects and other information. Evaluates issues and options regarding municipal public works and makes recommendations. Reviews and prepares condition of approval for private development projects. Serves as a member of the department head's management team and communicates key organizational issues to staff.

City Engineer Public Works

1984 - 2012

City of Santa Ana | CA

Responsible for Engineering Division of Public Works department encompassing design, traffic, construction and development services. Lead team of 50 in designing and constructing over \$100M in annual capital improvement projects. Negotiated consultant agreements, resolved conflicts with private developers and contractors, and partnered with local and regional agencies to improve transportation facilities. Secured grant funding for capital improvements. Investigated and responded to Council and citizen inquiries. Delivered presentations to City Council, Planning, Environmental and Transportation Advisory Committees. Facilitated project management and public speaking training for staff in all four Public Works' divisions.

SELECTED ACCOMPLISHMENTS

- **Completed Santa Ana's single largest public investment in history** for \$100M in residential street repairs. Partnered with bond counsel and financial consultants to finance \$60M in bonds for project funding.
- **Managed construction of \$200M+ of major facility projects** through use of traditional design-bid-build, design-build, and program manager at-risk approaches to project management. Projects included \$23M Public Works Corporate Yard, \$110M Police Administration and Detention Facility, new City Hall annex, and park, fire station, and library improvements.
- **Coordinated traffic, land use, and infrastructure improvements** for 10M Sq.Ft. in total development projects.
- **Lead team of consultants** in conducting conceptual engineering, alternative analysis and preparation of environmental document for a fixed guideway estimated to cost \$150M.
- **Created and chaired statewide task force** to develop model ordinance for trench cut fees, which was approved by League of CA Cities, and enabled full cost recovery.



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- **Spearheaded Mayor's Task Force** on Traffic and Transportation that created report of transportation vision for arterial/residential streets, freeway/transit, and growth management.
- **Funded \$2M in annual maintenance and management costs** for City's Stormwater Pollution Prevention Program by creating Federal Clean Water Enterprise.
- **Maximized efficiencies** through new technology implementations including state-of-the-art traffic operations center to manage 280 traffic signals and advanced computer-aided-design.
- **Reduced contingency costs to less than 4% on construction projects** by improving construction plans and holding post-construction meetings after each project to identify areas for future continuous improvements.

City Traffic Engineer

1985 - 1988

City of Santa Ana | CA

Managed Transportation Department which consisted of 24 employees. Reviewed and coordinated private development with other City agencies. Served as Secretary on City's Transportation Advisory Committee.

SELECTED ACCOMPLISHMENTS

- **Facilitated street and traffic signal improvements** by leading preparation of plans, specifications, and cost estimation, as well as securing grant to fund capital improvements.
- **Identified and recommended viable traffic safety improvements** after close review of City Council and citizen requests.

Transportation Development Engineer

1984 - 1984

City of Santa Ana | CA

Secured federal, state, and local grants for transportation projects; prepared conditions for private development approval; managed traffic study preparation; and worked with neighborhood associates to manage traffic. He led a team of eight employees and prepared a Capital Improvement Program.

Project Engineer

1981 - 1984

Willdan Associates | CA

Developed project objectives by reviewing project proposals and plans and conferred with management. Responsible for identifying project phases and elements, and assigning personnel as well as reviewing bids from contractors. Determined project specifications by studying product design, customer requirements, and performance standards; completed technical studies; prepared cost estimates. Determined and maintained project schedule. Confirmed product performance by designing and conducting tests. Controlled project plan and costs. Prepared projects status reports.

Associate Engineer

1974 - 1981

City of San Juan Capistrano | CA

Performed professional and technical engineering work in design, land development, and capital improvements. Designed and prepared plans for public works projects. Answered inquiries from realtors, developers, engineers, and the general public. Developed revised design and construction standards for public works structures and appurtenances. Served as construction inspector to ensure compliance on city projects, subdivisions and encroachments. Investigated field problems affecting property owners, contractors and maintenance operations and resolved or referred problems as appropriate. Administered contracts, coordinated and reviewed the work of outside consultants, and made recommendations.

Senior Engineer Assistant

1971 - 1974

Los Angeles County | CA

Determined engineering requirements. Resolved engineering problems. Verified engineering applications. Maintained project team accomplishments by communicating essential information. Met cost standards by preparing cost-benefit analyses.



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GROUP**

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EDUCATION

B.S. Civil Engineering,
California State University, Long Beach

**PROFESSIONAL
AFFILIATIONS**

APWA Southern California Chapter,
Member
City Engineers of Orange County, Board
Member 2014-2016
OCTA Technical Advisory Committee,
Chair 2018

Manuel Gomez

Deputy Project Manager | OCTA Coordinator

Manuel is an experienced public works professional with more than 25 years of experience serving municipal public works departments in Orange County. Before joining Interwest, he was the Director of Public Works for the City of Irvine for 13 years and held several management positions with the City of Santa Ana over the course of another 13 years. These positions have given Manuel not only valuable insight into the successful management of municipal public works departments and staff, but also intimate understanding of Orange County communities, standards, regulations, and sensitive issues. Manuel is known for his collaborative and inclusive management style, bringing the best out in the staff that he supervises. He is proficient in state and local laws and practices, active in industry associations, and fluent in Spanish.

PROJECT SPECIFIC EXPERIENCE

Senior Project Manager

2018 – Present

Interwest Consulting Group, Inc.

Manuel provides project management for municipal public works projects and oversees assigned projects to ensure compliance with time and budget parameters. He responds to client and public inquiries regarding engineering policies and procedures and helps municipal management teams to evaluate issues and options regarding the best approach to and practices for public works projects and programs, as well as key organizational issues.

Public Works Director

2005 – 2018

City of Irvine

As Public Works Director for over a decade, Manuel provided leadership and policy direction for the development, construction and maintenance operations of various public works infrastructure projects and programs. He directed the City's largest operating department with more than 150 full-time staff positions. He also was responsible for an annual operating budget of \$65 million and a capital improvement program of more than \$450 million.

Transportation Manager

1992 – 2005

City of Santa Ana

Manuel provided oversight and management of the development services and transportation functions of the City's Public Works Agency. He also served as the Manager of Maintenance Services and as Assistant to the City Manager during his tenure with the City of Santa Ana.



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EDUCATION

Master of Science, Civil Engineering,
University of Tennessee in Memphis
(formerly Memphis State)

Bachelor of Science, Civil Engineering,
University of Tennessee in Memphis

REGISTRATIONS CERTIFICATIONS

Registered Civil Engineer, CA | C 51298

Qualified SWPPP Developer | C 51298

Hamid Abedzadeh, PE, QSD

Construction Manager | Inspector

Hamid is a registered engineer who has held supervisory and management positions for more than 14 years, managing up to 20 professional and technical employees and projects budgets up to \$40 M. He has extensive experience in construction management, material testing, geotechnical engineering, consulting and leadership with a proven track record in delivering complex projects on time and in budget.

PROJECT SPECIFIC EXPERIENCE

Senior Resident Engineer | Senior Civil Engineer | Civil Engineer

1990 – 2018

Orange County Public Works

Senior Resident Engineer – For ten years, Hamid held this position in the County's Construction Department managing construction of capital improvement projects. He was responsible for interacting with the public and other agencies, administering projects, managing staff, recommending alternative solutions to conflicting issues, responding to submittals and requests for information, accepting construction materials and traffic control plans, compensating the contractors and negotiating contract change orders. During this time, he supervised up to 9 professional and technical staff, managed projects up to \$40 M and negotiated multi-million dollars contract change orders.

Senior Civil Engineer – He worked in this position for over 5 years, managing the Materials Laboratory and Geotechnical/Pavement Section. His responsibilities included managing up to 20 professional and technical staff, preparing annual budgets, approving equipment procurement, preparing reports and accepting or rejecting construction materials.

Civil Engineer – He worked for the Planning and Development Services Department for 14 years, reviewing reports, checking plans and issuing permits. I worked closely with the planners, home owners, developers, designers and outside agencies.

Project Engineer

1988 – 1990

Zeizer Geotechnical, Inc.

Hamid managed the geotechnical aspects of projects including a twenty million cubic yard grading project in Chino Hills Area. His duties consisted of interacting with the projects' proponents, overseeing and scheduling field technicians, assessing project progress, evaluating field conditions, performing subsurface explorations and preparing reports and plans for private and public works projects.

Staff Engineer

1986 – 1988

Soil and Testing Engineers

As a staff engineer, Hamid inspected the ongoing grading operations, checked shallow and deep foundations, performed subsurface explorations and material testing, evaluated site conditions, interacted with the project proponents, provided recommendations, and prepared reports.

Laboratory Manager

1984 – 1986

H.V. Lawmaster

In this position, Hamid managed the laboratory's operations, oversaw and performed various soils and material testing, scheduled test programs, finalized the test results, performed subsurface explorations and recommended pavement sections for private and public streets.



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**REGISTRATIONS
CERTIFICATIONS**

Best Management Practices (BMP)
Certificate Holder
OSHA Competent Person Certification
OSHA Confined Space Certification

Chuck Stagner

Construction Inspector

Chuck is a construction inspector with over 35 years of experience serving municipalities in his field. He has been involved of all aspects of various public works projects and is knowledgeable of State & County Public Works regulations as well as MUTCD, SWPPP and OSHA requirements. Chuck is an accomplished professional who prides himself on providing quality, timely services in a friendly, collaborative way. Over his career, he has served as Project Manager, business owner, and a part of a team, giving him unique insight and the managerial skills to promote communication and satisfaction at all levels.

PROJECT SPECIFIC EXPERIENCE

Inspector | Construction Manager

2016 – Present

Interwest Consulting Group, Inc. | CA

Chuck provides management services and inspections on Caltrans and public works projects. His duties included conducting weekly meetings and setting & monitoring budget controls, RFI's, & RFQ's. Chuck provided inspection services for civil road improvement projects following MUTCD, SWPPP, and OSHA guidelines throughout the construction process. He often represented clients as the main liaison between contractor, residents and businesses while maintaining a friendly, hands-on managerial approach.

Inspector | Construction Manager

2011 – 2016

Civil Source Engineering, Inc. | CA

Chuck provided management services and inspections on Caltrans and public works projects. His duties included conducting weekly meetings and setting & monitoring budget controls, RFI's, & RFQ's. Chuck provided inspection services for civil road improvement projects following MUTCD, SWPPP, and OSHA guidelines throughout the construction process. He often represented clients as the main liaison between contractor, residents and businesses while maintaining a friendly, hands-on managerial approach.

Foreman | Superintendent

2008 – 2011

Engineering Consultant | CA

Chuck managed LA County Public Works Projects consisting of grading, paving, underground utility relocation & retaining structures. He was responsible for scheduling as-builts, billing, subcontractors, employees and other utility agencies all while maintaining a positive working environment for all parties.

Foreman

2006 – 2008

Alliance Street Works | CA

In this position, Chuck worked closely with the project manager to manage quantities and billings for various public works projects. He was responsible for scheduling, wet & dry underground utility installation, subcontractors and up to 25 employees. During this time, he saw to the successful completion of \$11 M worth of projects for Cathedral City.

Owner

1994 – 2004

C. Stagner Enterprises, Inc. | CA

Chuck was the owner and operator of this underground utility contracting company. He installed utility backbone systems and oversaw everyday activities for public works and private projects ranging from \$50K to \$1M. Chuck handled all aspects of his business, from managing cost controls and bidding to scheduling of equipment, employees and activities.

Secretary | Treasurer | Superintendent

1980 – 1994

A & L Construction, Inc. | CA

Chuck oversaw everyday activities for this underground utility contractor. He managed various projects and crews of up to 70 union employees and handled all aspects of project and business, cost controls, estimating/bidding, scheduling of equipment, employees and business activities. Projects that Chuck helped manage include Irvine Center Drive and most major Parkways for the City of Aliso Viejo.

City Forms

- **Vendor Application Form**
- **Ex Parte Communications Certification**
- **Disclosure of Government Positions**
- **Disqualification Questionnaire**
- **Company Profile & References**



**VENDOR APPLICATION FORM
FOR
RFP
CONSTRUCTION SUPPORT SERVICES FOR THE I-405 IMPROVEMENT PROJECT**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Interwest Consulting Group

Contact Person for Agreement: James Ross, Public Works Group Leader

Corporate Mailing Address: 15140 Transistor Lane

City, State and Zip Code: Huntington Beach, CA 92649

E-Mail Address: jross@interwestgrp.com

Phone: 714.899.9039 Fax: 714.899.9039

Contact Person for Proposals: James G. Ross

Title: Public Works Group Leader E-Mail Address: jross@interwestgrp.com

Business Telephone: 714.899.9039 Business Fax: 714.899.9039

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Terry Rodrigue</u>	<u>President Owner</u>	<u>303.479.4955</u>
<u>Debra Thorson</u>	<u>CFO</u>	<u>303.479.4963</u>
<u>Michael Kashiwagi</u>	<u>COO</u>	<u>916.273.4685</u>
<u>Jim Ross</u>	<u>Public Works Group Leader</u>	<u>714.742.1551</u>
<u>Ron Beehler</u>	<u>Director, Building Safety Services</u>	<u>949.613.5595</u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 73-1630909

City of Costa Mesa Business License Number: 51840

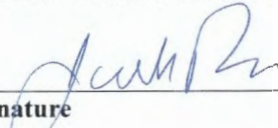
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 4/30/19

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP CONSTRUCTION SUPPORT SERVICES FOR THE I-405 IMPROVEMENT PROJECT** at any time after **November 28, 2018**.



Signature

Date: 12/13/18

James Ross, Public Works Group Leader
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 28, 2018** with a City Councilmember concerning **RFP CONSTRUCTION SUPPORT SERVICES FOR THE I-405 IMPROVEMENT PROJECT**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Interwest employee, Manuel Gomez, our proposed Deputy Project Manager and OCTA Coordinator, held a position as the Director of Public Works Services for the City of Irvine through August 2018.

All other proposed individuals have not held positions as elected or appointed officials, directors, officers, or employees of a governmental entity in the past 12 months.

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: Interwest Consulting Group

Company Legal Status (corporation, partnership, sole proprietor etc.): S-Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 15140 Transistor Lane, Huntington Beach, CA 92649

Website Address: www.interwestgrp.com

Telephone Number: 714.899.9039 Facsimile Number: 714.899.9039

Email Address: jross@interwestgrp.com

Length of time the firm has been in business: 16 years Length of time at current location: 3 years

Is your firm a sole proprietorship doing business under a different name: Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: ☒ Yes Colorado If yes, State of Incorporation: Colorado

Federal Taxpayer ID Number:

73-1630909

Regular business hours: 8AM to 5PM, Monday - Friday

Regular holidays and hours when business is closed:

New Years Day, Christmas Day, Thanksgiving, Day After Thanksgiving, Labor Day, 4th of July, Memorial Day,
Saturdays, Sundays, and weekdays before 8AM or after 5PM.

Contact person in reference to this solicitation:

James Ross, Public Works Group Leader

Telephone Number: 714.742.1551 Facsimile Number: 714.899.9039

Email Address: jross@interwestgrp.com

Contact person for accounts payable:

Tricia Hayes

Telephone Number: 720.372.0149 Facsimile Number: 303.444.0361

Email Address: thayes@interwestgrp.com

Name of Project Manager: George Alvarez

Telephone Number: 714.945.9049 Facsimile Number: 714.899.9039

Email Address: galvarez@interwestgrp.com

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Santa Ana Telephone Number: 714.647.5400

Contact Name: Raul Godinez, City Manager Contract Amount: \$4.5 million

Email: rgodinez@santa-ana.org

Address: 20 Civic Center Plaza, Santa Ana, CA 92701

Brief Contract Description: Project Management, Construction Management & Inspection, and Traffic Engineering
City of San

Company Name: Juan Capistrano Telephone Number: 714.493.1171

Contact Name: Tom Toman, PW Director Contract Amount: Approximately \$200K per year

Address: 32400 Paseo Adelanto, San Juan Capistrano, CA 92675

Email: ttoman@sanjuancapistrano.org

Brief Contract Description: City Engineering, Traffic Engineering, Project Management, Construction Management.
City of Rancho

Company Name: Palos Verdes Telephone Number: 310.544.5289

Contact Name: Natalie Chan, Senior Contract Amount: \$360,000
Engineer

Email: nataliec@rpvca.gov

Address: 30940 Hawthorne Blvd, Rancho Palos Verdes, CA 90275

Brief Contract Description: Project Management, Construction Management & Inspection, Traffic Engineering,
and Building & Public Works Plan Review Services.

Company Name: City of Yorba Linda Telephone Number: 714.961.7170

Contact Name: Rick Yee, Assistant City Contract Amount: Approximately \$350K per year
Engineer

Address: 4845 Casa Loma, Yorba Linda, CA 92885

Email: ryee@yorbalindaca.gov

Brief Contract Description: Construction Management and Inspection Services, Building Plan Review and Inspection

Company Name: City of Eastvale Telephone Number: 951.549.0029

Contact Name: Michele Nissen, Former Contract Amount: Approximately \$2.5M per year
City Manager

Email: michele.nissen@coronaca.gov

Address: 12363 Limonite Ave Suite 910, Eastvale, CA 91752

Brief Contract Description: Full Service Public Works and Building Safety Department staffing and services, including Project
Management and Construction Management and Inspection.

EXHIBIT C
CERTIFICATES OF INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/04/2019

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

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

PRODUCER USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME:		
	PHONE (A/C, No, Ext):	800 873-8500	FAX (A/C, No):
INSURED Interwest Consulting Group Inc P.O. Box 18330 Boulder, CO 80308	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Cas. Co. of America		25674
	INSURER B : XL Specialty Insurance Company		37885
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6806H441235	11/14/2018	11/14/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BA0J093233	11/14/2018	11/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CUP2F178249	11/14/2018	11/14/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	UB8J034006	11/14/2018	11/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab Pollution Liab Claims Made	Y		DPR9933966	11/14/2018	11/14/2019	\$2,000,000 per claim \$5,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (57)

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Construction Support Services on the I-405 Improvement Project

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER: 6806H441235

OFFICE PAC

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -COMPLETED OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed and executed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS: Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

CG 20 37 07 04

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GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 6806H441235
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", PERSONAL INJURY OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY: THIS INSURED DOES NOT APPLY TO

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER: 6806H441235

OFFICE PAC

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

"BODILY INJURY" OR "PROPERTY DAMAGE" OCCURRING, OR "PERSONAL INJURY" OR
"ADVERTISING INJURY" ARISING OUT OF AN OFFENSE COMMITTED, AFTER:

1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN
CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE,
MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL
INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED;
OR
2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES
HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN
ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR
A PRINCIPAL AS A PART OF THE SAME PROJECT.

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permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD425 (07-08) - OTHER INSURANCE ADDITIONAL INSUREDS PRIMARY AND NONCONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE - ADDITIONAL INSUREDS - PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., Primary Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and

(2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed; subsequent to the signing and execution of that contract or agreement by you.

CG D4 25 07 08

2008 The Travelers Companies, Inc.

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER: 6806H441235

OFFICE PAC

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CG2404 (10-93) - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you have agreed in a written contract or agreement to waive your right of recovery against, but only for payments we make because of:

1. "Bodily injury" or "property damage" that occurs; or
2. "Personal injury" or "advertising injury" caused by an offense committed; after you have executed that contract or agreement.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

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GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER: 6806H441235

OFFICE PAC

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CG2404 (10-93) - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

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

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

B. EMPLOYEE HIRED AUTO

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

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

performing duties related to the conduct of your business.

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

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

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

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

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

E. TRAILERS – INCREASED LOAD CAPACITY

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

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

F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

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

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

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

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

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

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

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

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

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

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

J. PERSONAL PROPERTY

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

Personal Property Coverage

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

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

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

No deductibles apply to Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

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

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

(2) Any:

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

ENGINEERS PLAN

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

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