

# CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: [city.clerk@newark.org](mailto:city.clerk@newark.org)

City Administration Building  
7:30 p.m.  
City Council Chambers

## AGENDA

Thursday, January 28, 2016

**A. ROLL CALL**

**B. MINUTES**

- B.1 Approval of Minutes of the special and regular City Council meetings of Thursday, January 14, 2016. (MOTION)**

**C. PRESENTATIONS AND PROCLAMATIONS**

- C.1 Commending Public Works Director Claassen on her retirement. (COMMENDATION)**
- C.2 Presentation by the Newark Library. (PRESENTATION)**
- C.3 Presentation by the Newark Soccer Club. (PRESENTATION)**

**D. WRITTEN COMMUNICATIONS**

**E. PUBLIC HEARINGS**

**F. CITY MANAGER REPORTS**

(It is recommended that Items F.1 through F.4 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

**CONSENT**

- F.1 **Second reading and adoption of an ordinance amending Chapter 17.04 (General Provisions) of Title 17 (Zoning) by adding Section 17.04.050 (Permissive Code) to the Newark Municipal Code – from Assistant City Manager Grindall and City Clerk Harrington. (ORDINANCE)**
  
- F.2 **Second reading and adoption of an ordinance amending Chapter 5.36 (Medical Marijuana Dispensaries) of Title 5 (Business Licenses and Regulations) of the Newark Municipal code to clarify and affirm the prohibition of commercial cultivation of medical marijuana – from City Manager Becker and City Clerk Harrington. (ORDINANCE)**
  
- F.3 **Designation of New Depository for City Funds – Administrative Services Director Woodstock. (RESOLUTION)**
  
- F.4 **Authorization for the Mayor to sign Contractual Services Agreements with CSG Consultants, Inc., MNS Engineers, Inc., and Kier & Wright Civil Engineers & Surveyors, Inc. for on-call engineering services – from Associate Civil Engineer Cangco (RESOLUTION)**

**NONCONSENT**

- F.5 **Status Report on emergency expenditure for replacement of heater for Lazy River at Silliman Activity and Family Aquatic Center – from Maintenance Supervisor Connolly. (INFORMATIONAL)**
  
- G. **CITY ATTORNEY REPORTS**
  
- H. **ECONOMIC DEVELOPMENT CORPORATION**
  
- I. **CITY COUNCIL MATTERS**
  
- J. **CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**
  
- K. **ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

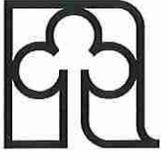
**Approval of Audited Demands for the City Council meeting of January 28, 2016. (MOTION)**

**M. CLOSED SESSION**

**N. ADJOURNMENT**

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5<sup>th</sup> Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



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**City Administration Building**  
**7:30 p.m.**  
**City Council Chambers**

## AGENDA

**Thursday, January 28, 2016**

### CITY COUNCIL:

*Alan L. Nagy, Mayor*  
*Luis L. Freitas, Vice Mayor*  
*Sucy Collazo*  
*Michael K. Hannon*  
*Mike Bucci*

### CITY STAFF:

*John Becker*  
*City Manager*  
  
*Terrence Grindall*  
*Assistant City Manager*  
  
*Susie Woodstock*  
*Administrative Services Director*  
  
*Sandy Abe*  
*Human Resources Director*  
  
*Peggy A. Claassen*  
*Public Works Director*  
  
*Jim Leal*  
*Police Chief*  
  
*David Zehnder*  
*Recreation and Community Services Director*  
  
*David J. Benoun*  
*City Attorney*  
  
*Sheila Harrington*  
*City Clerk*

*Welcome* to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

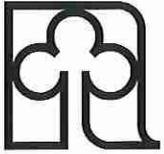
- |  |                                |
|--|--------------------------------|
| <b>A. ROLL CALL</b>                        | <b>I. COUNCIL MATTERS</b>      |
| <b>B. MINUTES</b>                          | <b>J. SUCCESSOR AGENCY</b>     |
| <b>C. PRESENTATIONS AND PROCLAMATIONS</b>  | <b>TO REDEVELOPMENT AGENCY</b> |
| <b>D. WRITTEN COMMUNICATIONS</b>           | <b>K. ORAL COMMUNICATIONS</b>  |
| <b>E. PUBLIC HEARINGS</b>                  | <b>L. APPROPRIATIONS</b>       |
| <b>F. CITY MANAGER REPORTS</b>             | <b>M. CLOSED SESSION</b>       |
| <b>G. CITY ATTORNEY REPORTS</b>            | <b>N. ADJOURNMENT</b>          |
| <b>H. ECONOMIC DEVELOPMENT CORPORATION</b> |                                |

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words **MOTION**, **RESOLUTION**, or **ORDINANCE** appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached *Agenda* gives the *Background/Discussion* of agenda items. Following this section is the word *Attachment*. Unless "none" follows *Attachment*, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at [www.newark.org](http://www.newark.org). Those items on the Agenda which are coming from the Planning Commission will also include a section entitled *Update*, which will state what the Planning Commission's action was on that particular item. *Action* indicates what staff's recommendation is and what action(s) the Council may take.

**Addressing the City Council:** You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item **not** on the agenda during **Oral Communications**. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



# CITY OF NEWARK CITY COUNCIL

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**SPECIAL MEETING**

## Minutes

**Thursday, January 14, 2016**

**City Administration Building  
6:00 p.m.  
City Council Chambers**

### **A. ROLL CALL**

Mayor Nagy called the meeting to order at 6:00 p.m. Present were Council Members Hannon, Freitas, Bucci, and Vice Mayor Collazo.

No one from the public was present.

### **B. CLOSED SESSION**

#### **B.1 Closed session pursuant to Government Code Section 54957 Public Employee Performance Evaluation Title: City Manager.**

At 6:01 p.m. the City Council recessed to a closed session in the Fifth Floor Conference Room.

At 6:03 p.m. the City Council convened in a closed session with City Manager Becker.

At 7:10 p.m. City Manager Becker exited the closed session

At 7:25 p.m. the City Council reconvened in open session with all Council Members present.

### **C. ADJOURNMENT**

At 7:25 p.m. Mayor Nagy adjourned the special meeting.



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City Administration Building  
7:30 p.m.  
City Council Chambers

## Minutes

Thursday, January 14, 2016

### A. ROLL CALL

Mayor Nagy called the meeting to order at 7:37 p.m. Present were Council Members Hannon, Freitas, Bucci, and Vice Mayor Collazo.

### B. MINUTES

#### B.1 Approval of Minutes of the regular City Council meeting of Thursday, December 10, 2015.

Vice Mayor Freitas moved, Council Member Collazo seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 5 AYES.

### C. PRESENTATIONS AND PROCLAMATIONS

#### C.1 Introduction of employees.

Mayor Nagy introduced the following newly hired or promoted city employees: Senior Equipment Mechanic Brian Lewis, Maintenance Supervisor Neal Hornbeck, Associate Civil Engineer Diana Cangco, Senior Accountant Krysten Lee, and Police Officer Timothy Prakash.

#### C.2 Commending William Spinola for his service on the Alameda County Mosquito Abatement District.

Mayor Nagy read a commendation for William M. Spinola who has served as Newark's representative on the Alameda County Mosquito Abatement District since the early 1980s. Mr. Spinola was not able to attend the meeting.

#### C.3 Presentation on City Service.

The City Council and Mayor Emeritus Smith presented a commendation to Mayor Nagy. On January 15, 2016 Mayor Nagy will hold the record for longest serving Council Member in the City of Newark

At 8:05 p.m. Mayor Nagy called a recess. At 8:25 p.m. the meeting resumed.

**C.4 Union Sanitary District presentation on their services and proposed rate changes.**

Director Pat Kite, Newark's representative on the Union Sanitary District Board, introduced General Manager Paul Eldredge. General Manager Eldredge provided a general overview of the District and its services as well as information regarding currently proposed rate increases.

**D. WRITTEN COMMUNICATIONS**

**D.1 Notice of Planning Commission's decision to amend the E-Z 8 Motel Conditional Use Permit to include a Settlement Agreement condition.**

**REVIEW OPTIONAL**

Mayor Nagy announced that his home was within 1000 feet of this item and would recuse himself from the item. Mayor Nagy exited the City Council Chambers.

Vice Mayor Freitas chaired this portion of the meeting.

City Manager Becker stated that due to a high level of criminal activity occurring at the E-Z 8 Motel, city staff and E-Z 8 representatives held a series of meetings to arrive at a solution that did not require revocation of the conditional use permit. The Planning Commission held a number of public hearings and adopted a resolution amending the use permit to include a Settlement Agreement. This agreement requires E-Z 8 to enact and maintain numerous independent security measures.

City Manager Becker stated that pursuant to the Municipal Code, the Council could either: (1) call the matter for review, or (2) decline to review the matter, which would allow the Planning Commission's amendment to the use permit stand.

Jerry Cannon, on behalf of E-Z 8 came forward at the request of Council Member Hannon.

Council Member Hannon stated that the motel was very close to being closed. He told Mr. Cannon that businesses must be conducted in manners that are a benefit to the city not a detriment. He stated that he hoped there were no further issues with the motel.

Council Member Hannon moved, Council Member Collazo seconded to decline to review this matter. The motion passed, 4 AYES, 1 RECUSED (Nagy).

Mayor Nagy returned to the City Council Chambers.

**D.2 Planning Commission referral of proposed changes to the City of Newark Street Names Theme Map to allow for a “Bay Features” theme for the Dumbarton Transit Oriented Development area and a “Bay Animals” theme for the areas known as Sanctuary and Area 4 in the General Plan. RESOLUTION NO. 10443**

City Manager Becker stated that since 1963, the City has had a policy for the systematic naming of streets, adopting categories and names for various geographic sections of the City in a Street Name Themes Map.

The approved theme for the Dumbarton Transit Oriented Development (TOD) area is currently “Trees”. The proximity of the Dumbarton TOD to the San Francisco Bay lends itself more to “Bay Features” themed streets.

The current theme approved for the Sanctuary housing development is “California History”. He recommended “Bay Animals” for street names. The developers for all of these parcels have been consulted on these themes and they agree on their usage.

Richard Dominguez stated that one of the names should be after the salt harvest mouse.

Vice Mayor Freitas moved, Council Member Collazo seconded by resolution, to approve a change to the Street Names Theme Map to allow for a “Bay Features” theme for the Dumbarton Transit Oriented Development area and a “Bay Animals” theme for the areas known as Sanctuary and Area 4 in the General Plan. The motion passed, 5 AYES.

**E. PUBLIC HEARINGS**

**E.1 Public Hearing to consider Z-15-33, a text amendment to Title 17 (Zoning) of the Newark Municipal Code to add Section 17.04.050 “Permissive Code” to Chapter 17.04 “General Provisions”. ORDINANCE INTRODUCED**

City Manager Becker recommended that the City Council adopt an ordinance that expressly declares that the Newark Zoning Ordinance is a “permissive” zoning code and make it clear that if a use is not permitted then such use is unlawful.

Mayor Nagy opened the public hearing at 9:13 p.m.

No one came forward to speak.

Mayor Nagy closed the public hearing at 9:14 p.m.

Council Member Hannon moved, Council Member Bucci seconded to introduce an ordinance amending Chapter 17.04 (General Provisions) of Title 17 (Zoning) by adding Section 17.04.050 (Permissive Code) to the Newark Municipal Code. The motion passed, 5 AYES.

**E.2 Public Hearing to consider U-15-30, a Conditional Use Permit, for a preschool (Little Scholar's Preschool) at 5472A Central Avenue (Palms on Central Shopping Center). RESOLUTION NO. 10444**

City Manager Becker stated that Cheryl Figone and Sonu Sidhu have applied to locate a preschool at 5472A Central Avenue, within the Palms on Central Shopping Center. The facility will be able to support up to 25 children and will operate Monday through Friday from 8:30 a.m. to 6:30 p.m. On Saturday they will open from 10:30 a.m. to 3:30 p.m.

Mayor Nagy opened the public hearing at 9:16 p.m.

Cheryl Figone stated that she read the resolution and agreed to the conditions.

Mayor Nagy closed the public hearing at 9:17 p.m.

Council Member Collazo moved, Council Member Bucci seconded to approve by resolution, U-15-30, a Conditional Use Permit, for a preschool (Little Scholar's Preschool) to locate at 5472A Central Avenue (Palms on Central Shopping Center). The motion passed, 5 AYES.

**E.3 Canceled Public Hearing to consider Gateway Station West, a 589-unit residential project within the Dumbarton Transit Oriented Development Specific Plan area located at the western edge of the City. The City Council will consider: (1) by resolution, adopting a Supplemental Environmental Impact Report to the Environmental Impact Report for the Dumbarton Transit Oriented Development Specific Plan; (2) by introduction of an ordinance, approving rezoning for an approximately 41-acre area (APNs: 537-852-9, 537-852-10 and 537-852-11) from MT-1 (High Technology Park District) to MDR-FBC (Medium Density Residential – Form Based Codes) and HDR-FBC (High Density Residential – Form Based Codes); (3) by resolution, approving a planned unit development and a conditional use permit; (4) by resolution, approving Vesting Tentative Map 8099; (5) by motion, approving an Architectural and Site Plan Review; (6) by resolution, authorizing the Mayor to sign a Community Financing Agreement with Dumbarton Area 2, LLC.**

City Manager Becker announced that after posting the agenda, it was discovered that there was an issue with the project that requires further study and review. As a result this public hearing is cancelled and this project will be considered at a future City Council meeting.

## **F. CITY MANAGER REPORTS**

Council Member Hannon removed F.4 for separate consideration.

Council Member Collazo moved, Council Member Hannon seconded, to approve Consent Calendar Items F.1 through F.3 and F.4, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

## **CONSENT**

- F.1 Authorization for the purchase of four (4) new, replacement vehicles for the Public Works Department from Wondries Fleet Group.  
RESOLUTION NO.10445**
- F.2 Second reading and adoption of an ordinance rezoning 68.55 acres of Vesting Tentative Tract Map 8270 from R-6000 (Low Density Residential) to LDR-FBC (Low Density Residential – Form Based Codes) and 3 acres from R-6000 (Low Density Residential) to POS-FBC (Parks and Open Space – Form Based Codes) for the Sanctuary Project, 386 single family units at the northwest corner of Cherry Street and Stevenson Boulevard.  
ORDINANCE NO. 489**
- F.3 Acceptance of work with VSS International, Inc. for 2015 Street Slurry Seal Program, Project 1094.  
RESOLUTION NO. 10446**
- F.5 Acceptance of bid and award of contract to Kimberlite Corporation DBA Sonitrol for the Silliman Activity and Family Aquatic Center Video Surveillance System and associated budget amendment.  
RESOLUTION NO. 10447  
CONTRACT NO.**

## **NONCONSENT**

**F.4 Acceptance of the Comprehensive Annual Financial Report (CAFR) for the period ending June 30, 2015. MOTION APPROVED**

Council Member Hannon thanked city staff for their fiscal oversight. He mentioned the Utility Users Tax exemption for seniors and low income residents. He suggested public outreach in multiple languages that the exemption is available for those who are qualified.

Council Member Hannon moved, Council Member Collazo seconded, via motion, to accept the Comprehensive Annual Financial Report. The motion passed 5 AYES.

**F.6 Declaration of emergency expenditure for replacement of heater for Lazy River at Silliman Activity and Family Aquatic Center. RESOLUTION NO. 10448**

City Manager Becker stated that the heater equipment for the Lazy River at the Silliman Activity and Family Aquatic Center failed and cannot be repaired. He estimated that it would cost approximately \$40,000 to replace and will take 6 to 10 weeks to build and install. It has to be custom built and has unique piping.

In the interest of public convenience and safety, he recommended that the City Council declare that an emergency exists which will allow staff to proceed with the repairs.

Vice Mayor Freitas moved, Council Member Bucci seconded to make a finding and adopt a resolution declaring an emergency exists as a result of equipment failure of the heater for the Lazy River at Silliman Activity and Family Aquatic Center and the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property and authorize the City Manager to sign documents necessary for the repair. The motion passed, 5 AYES.

**F.7 Introduction of an Ordinance amending Chapter 5.36 (Medical Marijuana Dispensaries) to Title 5 (Business Licenses and Regulations) of the Newark Municipal Code Clarifying and Affirming that Commercial Cultivation of Medical Marijuana is Prohibited in the City of Newark. ORDINANCE INTRODUCED**

City Manager Becker stated that recent changes in state law requires the City to determine whether to regulate or ban commercial cultivation of medical marijuana by March 1. The City Council banned medical marijuana dispensaries in 2011. The Newark Zoning Ordinance does not authorize the commercial cultivation of marijuana in any zoning district. He recommended that the Council introduce an ordinance making it clear that commercial cultivation of medical marijuana is prohibited.

Council Member Hannon moved, Council Member Bucci seconded to introduce an ordinance amending Chapter 5.36 (Medical Marijuana Dispensaries) of Title 5 (Business Licenses and Regulations) of the Newark Municipal Code to clarify and

affirm the prohibition of commercial cultivation of medical marijuana. The motion passed, 5 AYES.

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

**I.1 Appointment of Eric Hentschke to the Alameda County Mosquito Abatement District. RESOLUTION NO. 10449**

Mayor Nagy announced that he would appoint Eric Hentschke to replace William M. Spinola as Newark's representative to the Alameda County Mosquito Abatement District.

Vice Mayor Freitas moved, Council Member Collazo seconded to, by resolution, approve the appointment of Eric Hentschke to the Alameda County Mosquito Abatement District, for a term to expire on January 31, 2018. The motion passed, 5 AYES.

The entire City Council congratulated Mayor Nagy for his record breaking service on the City Council.

Council Member Hannon requested that the City Council adjourn the meeting in memory of Dave Vickers and Marilyn Mascsak. The City Council extended their condolences.

**J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**

**J.1 Resolution of the City of Newark acting as the Successor Agency to the Newark Redevelopment Agency adopting and endorsing the Recognized Obligation Payment Schedule for the period of July 2016 to June 2017 (ROPS 16-17). RESOLUTION NO. SA 2016-1**

Administrative Services Director Woodstock stated that the only obligation remaining from the dissolution of the Newark Redevelopment Agency is the loan from the City to the Newark Redevelopment Agency. The outstanding debt on the loan is \$356,235. The Successor Agency can request \$153,326 in Fiscal Year 2016-2017 for repayment of the loan. The City can be reimbursed for administrative costs in the amount of \$9,464 in Fiscal Year 2016-2017.

Mayor Nagy thanked Administrative Services Director Woodstock for all of her work to ensure that this money was paid back.

Council Member Collazo moved, Council Member Bucci seconded to, by resolution, adopt and endorse the Recognized Obligation Payment for the period of July 2016 to June 2017 (ROPS 16-17). The motion passed, 5 AYES.

## **K. ORAL COMMUNICATIONS**

Gregory Lemos stated that his neighbor was upset that he had to get a permit for repair work on his house.

Angela Akridge stated that the Newark Parks Foundation has filed for nonprofit status. They will be attending the February 11 City Council meeting to advocate for parks, open space, and recreation.

Woody Ballard thanked Mayor Nagy for his service and dedication.

## **L. APPROPRIATIONS**

### **Approval of Audited Demands for the City Council meeting of January 14, 2016. MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 106419 to 106663.

Vice Mayor Freitas moved, Council Member Bucci seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

## **M. CLOSED SESSION**

### **M.1 Closed session pursuant to Government Code Section 54957 Public Employee Performance Evaluation Title: City Manager.**

The Closed Session was held at a special meeting before the regular City Council meeting.

## **N. ADJOURNMENT**

At 9:58 p.m. Mayor Nagy adjourned the meeting in memory of Dave Vickers and Marilyn Mascsak.

**C.1 Commending Public Works Director Claassen on her retirement.**

**(COMMENDATION)**

**Background/Discussion** – Public Works Director Peggy Claassen is retiring after 12 years of dedicated service to the City of Newark. A commendation will be presented to her at the City Council meeting.

**C.2 Presentation by the Newark Library.**

**(PRESENTATION)**

**Background/Discussion** – Branch Manager Adina Aguirre will provide a report covering the last quarter of 2015 at the Newark Library. The report will include checkout and program statistics and highlights of special programs at the library.

**C.3 Presentation by the Newark Soccer Club.**

**(PRESENTATION)**

**Background/Discussion** – The Newark Soccer Club has been operating in the City of Newark since 1974. The Club will give a presentation on their history and anticipated growth in the future.

**F.1 Second reading and adoption of an ordinance amending Chapter 17.04 (General Provisions) of Title 17 (Zoning) by adding Section 17.04.050 (Permissive Code) to the Newark Municipal Code – from Assistant City Manager Grindall and City Clerk Harrington. (ORDINANCE)**

**Background/Discussion** – On January 14, 2016, the City Council introduced an ordinance amending Chapter 17.04 (General Provisions) of Title 17 (Zoning) by adding Section 17.04.050 (Permissive Code) to the Newark Municipal Code. This ordinance expressly declares that the Newark Zoning Ordinance is a permissive zoning code and that if the use is not expressly permitted then such use is unlawful.

**Attachment**

**Action** - It is recommended that the City Council, by an ordinance amend Chapter 17.04 (General Provisions) of Title 17 (Zoning) by adding Section 17.04.050 (Permissive Code) to the Newark Municipal Code.

(PermOrd)

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AMENDING CHAPTER 17.04 (“GENERAL  
PROVISIONS”) OF TITLE 17 (“ZONING”) BY ADDING  
SECTION 17.04.050 (“PERMISSIVE CODE”) TO THE  
NEWARK MUNICIPAL CODE

The City Council of the City of Newark does ordain as follows:

Section 1: Pursuant to Section 17.80.070 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning text amendments embodied in this ordinance as set forth in Exhibit A, attached hereto and made a part hereof by reference, is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Municipal Code.

Section 2: The City Council of the City of Newark does hereby find and declare that the zoning text amendment embodied in this ordinance as set forth in Exhibit A, attached hereto and made a part hereof by reference, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment, the activity is not subject to CEQA.

Section 3: Title 17 (Zoning) of the Newark Municipal Code is hereby amended as shown in Exhibit A, with ~~strikeout~~ denoting deletions and underline denoting additions.

Section 4: Severability and Validity. If any section, subsection, sentence, clause, or phrase or word of this ordinance is for any reason held to be unconstitutional, unlawful, or otherwise invalid by a court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Newark hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional, unlawful or otherwise invalid.

Section 5: Effective Date. This ordinance shall take effect thirty days from the date of its passage. Before expiration of fifteen days after its passage, this ordinance shall be published in The What’s Happening’s Tri-City Voice, a newspaper of general circulation published nearest thereto.

**EXHIBIT A**

Chapter 17.04 (“General Provisions”) of Title 17 (“Zoning”) is hereby amended to add Section 17.04.050 (“Permissive Code”) as follows (strikeout denotes deletions, underline denotes additions):

17.08.050      Permissive Code

The Newark zoning ordinance is a permissive zoning code. Any use of land that is not specifically permitted is unlawful, except where otherwise authorized under this Title 17.

**F.2 Second reading and adoption of an ordinance amending Chapter 5.36 (Medical Marijuana Dispensaries) of Title 5 (Business Licenses and Regulations) of the Newark Municipal code to clarify and affirm the prohibition of commercial cultivation of medical marijuana – from City Manager Becker and City Clerk Harrington. (ORDINANCE)**

**Background/Discussion** – On January 14, 2016, the City Council introduced an ordinance amending Chapter 5.36 (Medical Marijuana Dispensaries) of Title 5 (Business Licenses and Regulations) of the Newark Municipal Code to clarify and affirm the prohibition of commercial cultivation of medical marijuana. Cultivation for non-commercial, personal purposes by qualified patients and primary caregivers would be permitted by this ordinance.

**Attachment**

**Action** - It is recommended that the City Council, by an ordinance amend Chapter 5.36 (Medical Marijuana Dispensaries) of Title 5 (Business Licenses and Regulations) of the Newark Municipal Code to clarify and affirm the prohibition of commercial cultivation of medical marijuana.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AMENDING CHAPTER 5.36 (MEDICAL  
MARIJUANA DISPENSARIES) OF TITLE 5 (BUSINESS  
LICENSES AND REGULATIONS) OF THE NEWARK  
MUNICIPAL CODE TO CLARIFY AND AFFIRM THE  
PROHIBITION OF COMMERCIAL CULTIVATION OF  
MEDICAL MARIJUANA

**THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN AS  
FOLLOWS:**

**SECTION I. FINDINGS AND PURPOSE.** The City Council finds and declares as follows:

A. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code § 11362.5 and entitled “The Compassionate Use Act of 1996” or “CUA”).

B. The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that “nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.” The ballot arguments supporting Proposition 215 expressly acknowledged that “Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere.”

C. In 2004, the Legislature enacted Senate Bill 420 (codified as California Health & Safety Code § 11362.7 et seq. and referred to as the “Medical Marijuana Program” or “MMP”) to clarify the scope of Proposition 215 and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances.

D. In City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4<sup>th</sup> 729, the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . . .” Additionally, in Maral v. City of Live Oak (2013) 221 Cal.App.4<sup>th</sup> 975, the Court of Appeal held that “there is no right – and certainly no constitutional right – to cultivate medical marijuana. . . .” The Court in Maral

affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

E. The Federal Controlled Substances Act, 21 U.S.C. § 801 et seq., classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no exemption for medical purposes, although there is recent case law that raises a question as to whether the Federal Government may enforce the Act where medical marijuana is allowed.

F. On October 9, 2015 Governor Brown signed 3 bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (hereinafter “MMRSA”). The MMRSA establishes a State licensing scheme for commercial medical cannabis activities while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows the City to prohibit commercial medical marijuana activities, including cultivation.

G. The City Council of the City of Newark finds that commercial medical marijuana activities can adversely affect the health, safety, and well-being of City residents. Citywide prohibition is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells and indoor electrical fire hazards that may result from such activities. Further, as recognized by the Attorney General’s August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or a variety of crimes.

H. The limited immunity from specified state marijuana laws provided by the Compassionate Use Act and Medical Marijuana Program does not confer a land use right or the right to create or maintain a public nuisance.

I. The MMRSA contains language that requires the city to prohibit cultivation uses by March 1, 2016 either expressly or otherwise under the principles of permissive zoning, or the State will become the sole licensing authority.

J. The City Council of the City of Newark further finds and declares that commercial cultivation of marijuana for medicinal purposes is currently prohibited under the City’s permissive zoning regulations as no district permits or conditionally permits such a use. However, the Council desires to enact this ordinance to expressly make clear that all such commercial cultivation is prohibited in all zones throughout the City and the City shall not issue any such permit for cultivation. This ordinance is therefore consistent with the City’s zoning code.

K. This Ordinance is not detrimental to, and in fact protects, the public convenience, health, interest, safety, and welfare of the City for the reasons set forth above.

L. Personal cultivation as allowed by State law will not be prohibited by this ordinance.

M. This ordinance is not subject to review under CEQA pursuant to sections 15060(c) (2) and 15060(c) (3) (the activity is not a “project” within the meaning of Section 15378 of the State CEQA Guidelines), because it has no potential for resulting in physical change in the environment, directly or ultimately. This ordinance does not, in itself, authorize commercial cultivation of marijuana for medicinal purposes; therefore there is no potential for resulting in physical change in the environment, directly or ultimately.

**SECTION II. AMENDMENT OF THE CODE.** Chapter 5.36, currently entitled “Medical Marijuana Dispensaries” is hereby amended as set forth below. Additions are shown by underline text and deletions are shown by ~~strikeout~~.

**CHAPTER 5.36 MEDICAL MARIJUANA DISPENSARIES AND COMMERCIAL CULTIVATION**

Section 5.36.010 – Purpose, findings and intent.

Section 5.36.020 – Definitions.

Section 5.36.030 – Prohibition of medical marijuana dispensaries and commercial cultivation.

Section 5.36.040 – Public nuisance.

Section 5.36.050 – Civil penalties.

**Section 5.36.010 Purpose, findings and intent.**

- A. In enacting this chapter, the city council finds as follows:
1. In 1970, Congress enacted the Controlled Substances Act (“CSA”) which, among other things, makes it illegal to import, manufacture, distribute, possess or use marijuana in the United States.
  2. In 1996, the voters of the State of California approved Proposition 215 [the Compassionate Use Act (the “Act”) (codified as Health and Safety Code section 11362.5 *et seq.*)].
  3. The Act creates a limited exception from criminal liability for seriously ill persons who are in need of medical marijuana for specified medical purposes and who obtain and use medical marijuana under limited, specified circumstances.

4. On January 1, 2004, the “Medical Marijuana Program” (“MMP”), codified as Health and Safety Code sections 11362.7 to 11362.83, was enacted by the State Legislature to clarify the scope of the Act and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with the MMP.
5. The Act expressly anticipates the enactment of additional local legislation. It provides: “Nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others or to condone the diversion of marijuana for nonmedical purposes.” (Health and Safety Code section 11362.5)
6. The city council takes legislative notice of the fact that several California cities and counties which have permitted the establishment of medical marijuana dispensaries have experienced serious adverse impacts associated with and resulting from such dispensaries. According to these communities, according to news stories widely reported and according to medical marijuana advocates, medical marijuana dispensaries have resulted in and/or caused an increase in crime, including burglaries, robberies, violence, illegal sales of marijuana to, and use of marijuana by minors and other persons without medical need in the areas immediately surrounding such medical marijuana dispensaries. The city council reasonably anticipates that the City of Newark will experience similar adverse impacts and effects. A California Police Chiefs Association compilation of police reports, news stories and statistical research regarding secondary impacts is contained in a copyrighted 2009 white paper report entitled White Paper of Medical Marijuana Dispensaries by California Police Chiefs Association Task Force.
7. The city council further takes legislative notice that as of August 2011, according to at least one compilation, 161 cities and 17 counties have adopted moratoria or interim ordinances prohibiting medical marijuana dispensaries. The city council further takes legislative notice that 143 cities and 12 counties have adopted prohibitions against medical marijuana dispensaries.
8. The city council further takes legislative notice that the California Attorney General has adopted guidelines for the interpretation and implementation of the state’s medical marijuana laws, entitled “GUIDELINES FOR THE SECURITY AND NON-DIVERSION OF MARIJUANA GROWN FOR MEDICAL USE (August 2008).” ([http://ag.ca.gov/cms\\_attachments/press/pdfs/n1601\\_medicalmarijuanaguidelines.pdf](http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf).) The Attorney General has stated in the guidelines that “[a]lthough medical marijuana ‘dispensaries’ have been operating in California for years, dispensaries, as such, are not recognized under the law.”
9. The city council further takes legislative notice that concerns about nonmedical marijuana use arising in connection with the Act and the MMP also have been recognized by state and federal courts. (See, e.g., *Bearman v. California Medical Bd.* (2009) 176 Cal.App.4th 1588; *People ex rel. Lungren*

*v. Peron* (1997) 59 Cal.App.4th 1383, 1386 to 1387; *Gonzales v. Raich* (2005) 545 U.S. 1.)

10. The city council further takes legislative notice that the use, possession, distribution and sale of marijuana remain illegal under the Controlled Substances Act (“CSA”) (*Bearman v. California Medical Bd.* (2009) 176 Cal.App.4th 1588); that the federal courts have recognized that despite the Act and MMP, marijuana is deemed to have no accepted medical use (*Gonzales v. Raich*, 545 U.S. 1; *United States v. Oakland Cannabis Buyers’ Cooperative* (2001) 532 U.S. 483); that medical necessity has been ruled not to be a defense to prosecution under the CSA (*United States v. Oakland Cannabis Buyers’ Cooperative*, 532 U.S. 483); and that the federal government properly may enforce the CSA despite the Act and MMP (*Gonzales v. Raich*, 545 U.S. 1).
11. The city council further takes legislative notice that the United States Attorney General announced in 2008 its intention to maintain enforcement of federal laws as applied to medical marijuana dispensaries which otherwise comply with state law. There is no certainty how long this uncodified policy will remain in effect, and the underlying conflict between federal and state statutes still remains.
12. The United States Department of Justice issued a memorandum dated June 29, 2011 that outlined the Department’s intent to enforce the CSA in jurisdictions considering legislation that would sanction and regulate commercial cultivation and distribution of marijuana for purportedly medical use.
13. An ordinance prohibiting medical marijuana dispensaries and commercial cultivation, and prohibiting the issuance of any permits, licenses and entitlements for medical marijuana dispensaries and commercial cultivation, is necessary and appropriate to maintain and protect the public health, safety and welfare of the citizens of the city.

B. The purpose of this chapter is to prohibit the establishment, operation, and location (fixed or mobile) of medical marijuana dispensaries and commercial cultivation in the city. Further, this chapter shall not prevent the limited cultivation of medical marijuana for personal use by a qualified patient or primary caregiver, provided such cultivation is in compliance with California Health & Safety Code Section 11362.777.

#### **Section 5.36.020 Definitions.**

A. For the purposes of this chapter, “medical marijuana dispensary” means any facility or location, whether fixed or mobile, where medical marijuana is provided, sold, made available or otherwise distributed to one or more of the following: a primary caregiver, a qualified patient or a person with an identification card.

B. For the purposes of this chapter, the terms “primary caregiver,” “qualified patient” and “person with an identification card” shall be as defined in California Health and Safety Code section 11362.7, and as the same may be amended from time to time.

C. For purposes of this chapter, a “medical marijuana dispensary” shall not include the following uses, provided that the location of such uses are otherwise regulated by applicable law, and further provided any such use complies strictly with applicable law, including, but not limited to, California Health and Safety Code section 11362.5 *et seq.* and California Health and Safety Code section 11362.7 *et seq.*:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code.
2. A health-care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code.
3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code.
4. A residential care facility for the elderly, licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code.
5. A residential hospice, or a home health agency, licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

D. For purposes of this chapter, the terms “commercial cannabis activity”, “cannabis”, and “cultivation” shall have the same meaning as set forth in California Business & Professions Code Section 19300.5, and as the same may be amended from time to time.

**Section 5.36.030 Prohibition of medical marijuana dispensaries and commercial cultivation.**

A. Medical marijuana dispensaries and commercial cannabis activity constituting cultivation are prohibited in the city. No medical marijuana dispensary, fixed or mobile, shall establish, locate, operate, or otherwise be permitted within the city. No commercial cannabis activity constituting cultivation shall establish, locate, operate, or otherwise be permitted within the city.

B. The city shall not issue, approve or grant any permit, license or other entitlement for the establishment or operation of a medical marijuana dispensary or commercial cannabis activity constituting cultivation.

C. Cultivation of cannabis for non-commercial, personal purposes by a qualified patient or a primary caregiver, subject to the limitations and requirements of subsection (g) of California Health & Safety Code Section 11362.777, is not prohibited within the city.

**Section 5.36.040 Public nuisance.**

Any use or condition caused, or permitted to exist, in violation of any provisions of this Chapter 5.36 shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to California Code of Civil Procedure Section 731 or any other remedy available to the city.

**Section 5.36.050 Civil penalties.**

In addition to any other enforcement permitted by this Chapter 5.36, the City Attorney may bring a civil action for injunctive relief and civil penalties pursuant to the provisions of this Code against any person or entity that violates this Chapter.

**SECTION III.** Declaration of Existing Law. Chapter 5.36, amended by this ordinance, is declaratory of, clarifies, and affirms existing law.

**SECTION IV.** Severability and Validity. If any section, subsection, sentence, clause, or phrase or word of this ordinance is for any reason held to be unconstitutional, unlawful, or otherwise invalid by a court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Newark hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional, unlawful or otherwise invalid.

**SECTION V.** The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

**SECTION VI. Effective Date.** This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The What's Happening Tri City Voice, a newspaper of general circulation published and printed in the City of Fremont, County of Alameda and circulated in the City of Newark.

**F.3 Designation of New Depository for City Funds – Administrative Services Director Woodstock. (RESOLUTION)**

**Background/Discussion** – In January of 1971, Bank of America was designated as a depository for public funds for the City of Newark by resolution of the City Council. In October of 2015, Bank of America, notified staff that they will no longer service municipal depository accounts and that the City account will be terminated in April 2016. Bank of America cited changing liquidity requirements for public funds as the reason for terminating several of their municipal depositories, including the City of Newark.

Staff met with representatives from three local banks: Fremont Bank, EastWest Bank, and US Bank. Each bank provided information regarding their services and knowledge of municipal banking. US Bank demonstrated the greatest understanding of municipal banking services, including the understanding of why Bank of America is exiting the market, and that US Bank has made the conscious choice to remain in the public sector banking business. US Bank is able to offer all daily banking services, fraud protection services and reporting requirements as well as the wire transfers and electronic transactions. They also demonstrated a clear understanding of State and Federal laws for public funds and the collateral requirements public funds.

With the updated banking services model that US Bank is proposing, we expect a reduction from the current banking fees, the exact amount will be determined as we finalize the transition. The City currently pays about \$20,000 per year to Bank of America in banking fees.

Upon approval, staff will coordinate with US Bank to establish a transition plan to ensure all banking functions are transferred out of Bank of America prior to the termination date.

**Action** - It is recommended that the City Council, by resolution, designate US Bank as the depository for public funds of the City of Newark and authorize the Administrative Services Director to execute all documents necessary to establish banking services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK DESIGNATING US BANK AS THE DEPOSITORY  
FOR PUBLIC FUNDS OF THE CITY OF NEWARK AND  
AUTHORIZING THE ADMINISTRATIVE SERVICES  
DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY  
TO ESTABLISH BANKING SERVICES

WHEREAS, US Bank is a satisfactory depository that meets the conditions concerning the deposit of public funds of the City of Newark and the general laws of the State of California; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark that US Bank is hereby designated and appointed a depository for public funds of the City of Newark; and

BE IT FURTHER RESOLVED that the Administrative Services Director is hereby authorized to execute all documents necessary to establish US Bank as the depository for the City of Newark and that the funds of the City of Newark may be deposited in said bank immediately upon satisfactory completion of documents in compliance with all State laws affecting depositories of public funds.

**F.4 Authorization for the Mayor to sign Contractual Services Agreements with CSG Consultants, Inc., MNS Engineers, Inc., and Kier & Wright Civil Engineers & Surveyors, Inc. for on-call engineering services – from Associate Civil Engineer Cangco (RESOLUTION)**

**Background/Discussion** – On October 22, 2015, the City Council authorized an amendment to the 2014-2016 Biennial Budget to address increased needs for development related services in the Public Works Department. This budget amendment included an additional \$125,000 for on-call consultant plan review and inspection services to supplement staff within the Engineering Division. Duties of the consultant(s) could include, but may not be limited to the following:

- Civil Plan Checking: Review of development plans and associated studies for building permits and subdivision review process.
- Surveying: Ground topographic survey and mapping, boundary line survey, preparation of legal descriptions, review of parcel maps, final maps, lot line adjustments, abandonment documents, and records of survey.
- Public Works Inspection: Inspections associated with encroachment permits, subdivision agreements, and private development permits. Inspections include paving, utility installations, compaction, and other infrastructure for both public and private street improvements.

In November 2015, staff issued a Request for Qualifications and Proposals for these on-call engineering services. A total of seven proposals were received and evaluated by staff based on the consultants' professional experience and qualifications, evidence of prior success and satisfaction of previous clients, scheduling and availability, ability to address all needs, and fees.

Based on the evaluation process, staff recommends awarding contracts to CSG Consultants, Inc., in an amount not to exceed \$55,000; MNS Engineers, Inc., in an amount not to exceed \$55,000; and Kier & Wright Civil Engineers & Surveyors, Inc., in an amount not to exceed \$15,000. Multiple contracts will allow for flexibility with the distribution of assignments among the consultants in order to best serve the development community. It is recommended that contract language allow for increases above the designated not-to-exceed amount for a given contract, so long as the total combined expenditure from all three contracts does not exceed the total approved funding limit of \$125,000, or any increases thereto as may be approved by the City Council at a future date. It is further recommended that each of the contractual services agreements be established for an initial two-year period with options to renew each contract for up to two additional one-year terms, subject to available funding.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, authorize the Mayor to sign Contractual Services Agreements with CSG Consultants, Inc., MNS Engineers, Inc., and Kier & Wright Civil Engineers & Surveyors, Inc. for on-call engineering services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE MAYOR TO SIGN  
CONTRACTUAL SERVICES AGREEMENTS WITH CSG  
CONSULTANTS, INC., MNS ENGINEERS, INC., AND KIER &  
WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. FOR ON-  
CALL ENGINEERING SERVICES

WHEREAS, development activity is creating a demand for services that the City is unable to provide to meet the current needs of developers and residents; and

WHEREAS, the City Council of the City of Newark, with Resolution No. 10,424, authorized an amendment to the 2014-2016 Biennial Budget in the amount of \$125,000 for on-call consultant engineering services for development related services needs within the Public Works Department; and

WHEREAS, the Engineering Division of the Public Works Department issued a Request for Qualifications and Proposals in November 2015 for on-call engineering services; and

WHEREAS, a total of seven (7) proposals were received on December 10, 2015 and evaluated by staff based on professional experience and qualifications, evidence of prior success and satisfaction of previous clients, scheduling and availability, ability to address all needs, and fees; and

WHEREAS, based on staff's evaluations, CSG Consultants, Inc., MNS Engineers, Inc., and Kier & Wright Civil Engineers & Surveyors, Inc. were determined to be the most qualified firms to perform the needed services.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the Mayor to sign: (1) a Contractual Services Agreement for on-call engineering services with CSG Consultants, Inc., in an amount not to exceed \$55,000; (2) a Contractual Services Agreement for on-call engineering services with MNS Engineers, Inc., in an amount not to exceed \$55,000; and (3) a Contractual Services Agreement for on-call engineering services with Kier & Wright Civil Engineers & Surveyors, Inc., in an amount not to exceed \$15,000. The not-to-exceed amounts for a given contract may be increased up to the total available funding of \$125,000, or any additional funding approved by the City Council, so long as the combined expenditure from all three contracts does not exceed the total funding available.

BE IT FURTHER RESOLVED that each contract is renewable for up to two (2) one-year terms by the Public Works Director, subject to the available total funding amount of \$125,000 and any approved increases thereto.

**CONTRACTUAL SERVICES AGREEMENT  
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 28<sup>th</sup> day of January, 2016 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **CSG CONSULTANTS, INC.**, a California corporation ("Consultant"), collectively the "Parties".

**W I T N E S S E T H:**

**WHEREAS**, City requested proposals to perform on-call civil engineering plan check, survey and/or public works inspection services.

**WHEREAS**, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B".

**WHEREAS**, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **CONSULTANT'S SERVICES.** Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. **COMPENSATION.**

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Fifty-Five Thousand and No/100 Dollars (\$55,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services pursuant to City Council Resolution No. \_\_\_\_\_, and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant’s billing rates (set forth on Exhibit “B” hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit “B”; or, if no manner is specified in Exhibit “B”, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark  
Public Works Department  
37101 Newark Blvd.  
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. **Payment.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit “B”, for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. **Consultant’s Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant’s failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant’s payment).

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

5. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

A. **Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

**B. Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

**C. Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

**9. CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

**10. NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

**11. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

**12. INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

**A. Verification of Coverage.**

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

**B. Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

**C. Minimum Limits of Insurance.**

Consultant shall maintain limits no less than:

- |   |  |
|---|--|
| 1. General Liability:<br>(including products-completed operations, personal and advertising injury) | <b>\$1,000,000</b> per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:  | <b>\$1,000,000</b> per accident for bodily injury and property damage.   |
| 3. Employer's Liability:  | <b>\$1,000,000</b> per accident for bodily injury or disease.  |

4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim.

**D. Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers, or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E. Claims Made Policies.**

For all “claims made” coverage, in the event that Consultant changes insurance carriers Consultant shall purchase “tail” coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such “tail” or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

**F. Wasting Policies.**

No policy required by this paragraph 12 shall include a “wasting” policy limit (ie. limit that is eroded by the cost of defense).

**G. Remedies.**

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

**H. Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to City.

**I. Other Insurance Provisions.**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The Risk Manager of City may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully

protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

**13. REPORTING DAMAGES.** If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

**14. INDEMNIFICATION/SAVE HARMLESS.** To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

**15. LICENSES, PERMITS, ETC.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

**16. TERM/TERMINATION.**

**A.** The term of this Agreement shall commence upon the date first hereinabove written and shall expire in two (2) years from said date or the Agreement may be extended for up to two (2) additional one (1) -year terms as authorized by the Public Works Director.

**B.** Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

**17. CONTRACT ADMINISTRATION.** This Agreement shall be administered by the Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

**18. NOTICES.** Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

**CSG CONSULTANTS, INC.**

**CITY OF NEWARK**

NOURDIN KHAYATA, VICE PRESIDENT  
**Consultant**

PUBLIC WORKS DIRECTOR  
**Administrator**

Address: CSG Consultants, Inc.  
Attn: Nourdin Khayata  
6200 Stoneridge Mall Rd. #300  
Pleasanton, CA 94588

City of Newark  
Attn: Public Works Director  
37101 Newark Boulevard  
Newark, CA 94560

19. **PARAGRAPH HEADINGS.** Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,  
a municipal corporation

CSG Consultants, Inc.  
a California corporation

By \_\_\_\_\_  
Alan L. Nagy, Mayor

By \_\_\_\_\_  
Nourdin Khayata, Vice President

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sheila Harrington, City Clerk

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
David J. Benoun, City Attorney

Date \_\_\_\_\_

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

Consultant services shall include, but not be limited to the following tasks:

**Civil Plan Checking**

- Review of plans associated with subdivision and building permit review. Plans include subdivision improvement plans, site plans, accessibility plans, final maps, grading and drainage plans, erosion and sediment control plans, joint utility plans, and C.3 stormwater management plans.
- Review of studies associated with subdivision and building permit applications.

**Surveying**

- Perform ground topographic surveys and mapping.
- Perform boundary line survey.
- Review parcel maps, final maps, lot line adjustments, abandonment documents, and records of surveys.
- Research record documentation defining existing right-of-way.
- Conduct field survey work.

**Public Works Inspection**

- Perform public works inspection services associated with encroachment permits, subdivision agreements, and private development permits for conformance to City standards and specifications. Inspections include, but are not limited to, asphalt concrete, paving, utility installations, trench backfill, compaction, storm drain system and storm water treatment system improvements for both public and private street improvements.
- Perform material sampling.
- Perform compaction testing.
- Provide Underground Service Alert field markings.
- Inspect erosion and sediment control.

Additional tasks or other duties as assigned by the Public Works Director shall be authorized by Task Orders.

**EXHIBIT B**

***PAYMENT***

<b>CSG Consultants, Inc.</b>		
<b>Position</b>	<b>Hourly Rate 2016</b>	<b>Hourly Rate 2017</b>
Senior Principal Engineer	\$210	\$216
Principal Engineer	\$185	\$190
Project Manager	\$185	\$190
Senior Engineer	\$170	\$175
Senior Structural Engineer	\$170	\$175
Associate Engineer	\$150	\$155
Assistant Engineer	\$130	\$134
Engineering Designer	\$120	\$124
Engineering Technician	\$110	\$113
Resident Engineer	\$175	\$180
Assistant Resident Engineer / Office Engineer	\$145	\$149
Construction Inspector	\$125	\$129
Structural Representative	\$175	\$180
Two Person Survey Crew	\$295	\$304

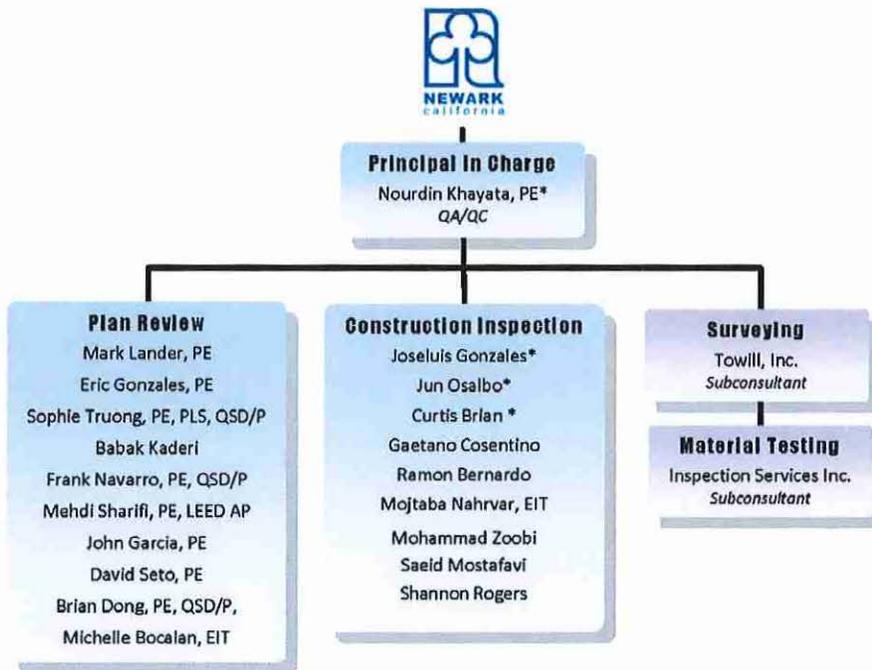
**EXHIBIT C**  
**QUALIFICATIONS**

**SECTION 2**

**Staffing, Team Experience and Understanding of Project & Objectives**

**Proposed Staff**

CSG proposes the following organizational structure for this project for the City's review. A project matrix for select proposed staff is provided on the following page. Complete staff resumes are provided in the Section E.



**Project Matrix**

The project matrix below highlights select development review projects where some of the proposed staff has worked together on.

Project Name and Client	Project Scope	Marh Lander, PE	Sophie Truong, PE, PLS, QSD/P	Eric Gonzales, PE	Frank Navarro, PE, QSD/P	Mehdi Shariif, PE, LEED AP	David Seto, PE	Brian Dong, PE, QSD/P, ENV SP	Rambod Hakhamaneshi, EIT	Michelle Bocalan, EIT	Babak Kaderi	Son Hoang
<b>Dublin Bay West</b> <i>City of Dublin</i>	Improvement Plans, Conformance Review	✓			✓	✓	✓		✓	✓	✓	
<b>Southeast Specific Plan</b> <i>City of Rohnert Park</i>	Improvement Plans, Final Map, Landscape, Joint Trench, Water Tank Conformance, Off-Site Improvements	✓	✓		✓			✓	✓			✓
<b>C.3 Compliance</b> <i>City of Daly City</i>	C.3 Compliance		✓									✓
<b>Glen Loma Ranch</b> <i>City of Gilroy</i>	Rough Grading, Improvement Plans, Landscape, Lighting, and Joint Trench			✓	✓	✓	✓	✓	✓		✓	
<b>The Dunes</b> <i>City of Marina</i>	Plot Plans, Final Map, Grading, and Improvement Plans		✓	✓								✓
<b>Various Projects</b> <i>City of Campbell</i>	Public Easements, Parcel Map, Final Map, Lot Line, Grading & Drainage		✓	✓								✓
<b>Gilead Science</b> <i>City of Foster City</i>	Hydraulic Study for SS and SD, C.3 Compliance	✓						✓				

## APPROACH TO PLAN CHECKING SERVICES

### Plan Checking Scope of Work

Drawing on the combined experience and talent of our staff, we have found the following steps helpful in approaching development review, and plan review. The exact Scope of Work will be determined based on our discussion with the City and the type of project.

#### New Development Entitlements

- Review tentative maps, tentative parcel maps, architectural review, and other entitlement applications. Coordinate review with other City staff and/or outside agencies as needed.
- Attend follow-up meetings with Planning staff, the applicant, or others as needed to resolve issues regarding the proposal. Review subsequent submittals of the proposal.
- Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiating with developers regarding terms of agreements or conditions (Additional tasks associated with the entitlement process are described above).



#### Plan Review and Map Review

- Review final maps, improvement, and landscape plans. Review includes evaluation of required records, studies, grading and improvement plan, and additional materials submitted by the design professional. Confirm that plans conform to City standard design criteria, conditions of approval, and infrastructure or other master plans.
- Each plan review will be accompanied with a letter summarizing the red-line comments addressed to the applicant's engineer or landscape architect, with a copy to City staff and the applicant. A complete red-lined set of drawings and any reports will be returned to the design professionals for use in their corrections. At the applicant's discretion, the comment summary letter and red-lined plan sheets can be scanned and submitted electronically to the design consultant to expedite the review process.
- The consultant will meet with the applicant/representative and City staff to review comments or to delineate the standards which are not being met, in order to facilitate timely completion of the review and meeting the maximum goal of two plan checks. CSG will accept and review subsequent submittals electronically, when feasible, in order to expedite the review process.
- Soils reports will be evaluated and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- Construction erosion control and post-construction water quality control will be evaluated for compliance with the storm water quality management permit in effect for the City.
- Confirm that the developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to the City's NPDES Municipal Regional Permit requirements for storm water treatment and retention.
- Review and recommend approval of engineering bond estimates and subdivision guarantees. Assist the staff in preparing subdivision improvement agreements, other agreements (including stormwater treatment measure and landscape maintenance agreements), and staff reports.
- Meet with developers, consultants, and other agencies on behalf of staff, as requested.

**Staffing**

- All plan reviews will be conducted by a State of California licensed civil engineer or under the supervision of a licensed civil engineer.
- Each plan review is assigned to a plan reviewer with oversight of the project manager. The assigned design plan reviewer will be committed to the project and will furnish all subsequent reviews for the project. It is the goal of CSG Consultants to provide, where practical, a cradle-to-grave approach for project review, where a review team is assigned to the project from entitlement through plan review and construction to closeout and acceptance.
- Provide specialized qualified licensed engineers to assist in any structural, soil and geotechnical reviews, for any of the assigned projects.
- Map checking will be overseen by licensed professional land surveyors or by professional engineers licensed to practice land surveying in the State of California.
- The review team will be available for applicant inquiries or conferences during normal business hours, Monday through Friday, from 8:00 AM through 5:00 PM. Web conferences, fax, and conference calls are optional forms of communications between Consultant and City staff.

**Plan Review Submittals Schedule**

Development of hard-and-fast schedules for completion of development review and plan review work is difficult as timing and scope of projects is not always known. Examples of time frames for completing certain tasks are provided below.

TYPE	TIME FRAME
<b>Pre-application entitlement review, PRC review</b>	Review application material in advance of requested meetings; complete formal comments and submit to Planning within one week of meeting
<b>Review Tentative Map Application or Other Entitlement Package</b>	Fifteen (15) working days of notice of submittal by City
<b>Prepare Conditions of Approval</b>	Prepare within one week of request by Planning, or within reasonable shorter time frame if needed to meet hearing date
<b>Complete Improvement Plan or Map Review (1<sup>st</sup> Check)</b>	Fifteen (15) working days of notice of submittal by City
<b>Complete Subsequent Improvement Plan or Map Reviews as Needed</b>	Ten (10) working days of notice of submittal by City
<b>Prepare fee estimate, review bond estimate, or prepare permit</b>	Ten (10) working days of request
<b>Miscellaneous Assignments</b>	Dependent on scope, typically between five (5) and ten (10) working days

Turnaround times include pickup, QA/QC, and delivery to City.

CSG will attempt to reduce the need for formal resubmittals to the City by reviewing electronic submittals of revisions provided directly to CSG. Turnaround times would vary based on the scope of the review, but would typically be returned within two to three working days.

**Accelerated Plan Review**

If required by the City of Newark, CSG has the ability to perform plan review services within an accelerated time frame, negotiated on behalf of the applicant, the City's appointed contact, and Consultant. In most cases, Consultant will complete initial plan review in fewer than ten working days (five working days for re-checks). However, it is understood that some plans may require additional time. In those instances, Consultant shall notify and receive approval by the City of Newark of the expected processing time prior to performing the plan review.

## CONSTRUCTION INSPECTION

CSG is accustomed to managing a variety of on-call contracts. One of the critical elements of a successful on-call contract is having a large pool of construction inspection staff from which to draw. CSG possesses this depth of personnel with a variety of public works experience, enabling us to meet agency needs on short notice. CSG manages on-call contracts with the Cities/Towns of Dublin, Foster City, Morgan Hill, Redwood City, Vallejo, Marina, Half Moon Bay, Sunnyvale, Hillsborough, Colma, Los Altos Hills, and Caltrans.

The City will request inspectors to work under the supervision of a project manager or resident engineer. Our inspectors work as an extension of staff reporting to the City's construction/project manager or resident engineer. They are well-trained and understand the reporting and coordination process extremely well. They typically check in the office early in the morning or the late afternoon to brief the project manager on the progress of the work. They are also in constant communication with the project manager should an issue or inquiry come up. CSG inspectors are all equipped with smart phones and laptops. They coordinate all needed activities on the project site including scheduling material testing, coordinating with utility companies, coordinating and discussing submittals and RFI's with the designer, and reaching out to other stakeholders when applicable. CSG inspectors will work closely with the City project manager to understand the protocol for the staking request. Each project will have its own arrangement. The surveying could be the responsibility of the contractor, in which case the contractor will do the scheduling and coordination. In situations where the surveying is the City's responsibility, our Inspector will work closely with the contractor and the surveying firm to coordinate and schedule the work in a timely manner.

CSG inspectors will meet with the contractor on a daily basis to go over the quantities to ensure there are no discrepancies. It is easy to reconcile any differences at the end of each day as measurement can be verified by both parties. CSG will never leave the quantities to the end of the month as it then becomes very difficult to reconcile and requires more time and effort to do so. In situations where the operation is extra work, the inspectors will have the contractor sign an extra work agreement showing the hours of labor equipment and material used. This will alleviate any issues at the time of billing. Our inspectors will draft change orders for the City project manager's approval. By being proactive on a daily basis, it will make the project completion and close process smooth and expeditious.

CSG is unique in its provision of staff augmentation for clients where we become seamless extensions of agency personnel. Through this work, our inspectors become familiar with reporting and interacting with city personnel and project managers. Our inspectors are also experienced with writing detailed daily reports and taking daily photos covering all operations.

CSG inspectors are well-versed in all facets of field inspection including writing comprehensive reports, tracking extra work activities (especially force account), tracking quantities, scheduling, coordinating material testing, and enforcing compliance with project documents. Many of our inspectors also serve as assistant resident or office engineers and are familiar with reporting requirements and procedures as outlined in the construction manual and Local Assistance Procedure Manual. Those duties include issuing weekly statements of working days, drafting correspondence for the City project manager's review and signature, and tracking RFI, CCOs, compaction tests and submittal logs. CSG Inspectors are knowledgeable and trained in storm water compliance and are QSP certified.

CSG inspectors will keep one set of plans to red mark throughout the course of the project. They will work closely with the contractor to ensure the changes are accurately reflected in the redlined set. Upon completion of the project, the redlined set will be delivered to the designer for the final as-built plan issuance.

CSG Inspectors are highly experienced in identifying potential areas of conflicts or discrepancies. They will alert the City project manager and suggest possible solutions so that the project proceeds on time with no or minimal delays. The key to this is understanding the schedule and looking ahead of the contractor to identify the areas of potential conflicts or delays. In situations where a conflict is discovered, it is imperative that a

solution is identified expeditiously. Coordination and persistent follow up with the designer or other stakeholders is critical in resolving these conflicts.

While typically the responsibility of the resident engineer or assistant resident engineer, CSG inspectors can coordinate the submittals with all stakeholders including the City project manager, designer and other parties. It is imperative that submittals be handled and processed expeditiously so that the project is not delayed. All submittals will be logged in and tracked. Our inspector will follow up on the processing of the submittals with the appropriate party with emails, phone calls or office meetings if necessary. Many of our inspectors are able to review submittals such as asphalt concrete and concrete mix designs, aggregate base and sub-base material. CSG inspectors are well-versed in contract administration and project record filing. CSG has developed a tracking filing system that is predicated on the Local Assistance Procedure Manual. If requested, our inspectors are able to prepare the final project report and expenditure report in the case of federally or state funded projects.

Safety is of the utmost importance on construction sites. Our inspectors are trained and familiar with the latest OSHA requirements. Safety is critical not only to the workers but also the traveling public, pedestrians and all personnel on the construction site. Our inspectors will attend the contractor's weekly safety meeting, document any safety related deficiencies in its diaries, and demand immediate attention and correction by the contractor.

#### **Materials Testing and Special Inspection**

**Inspection Services, Inc. (ISI)** is a certified SBE / MWBE / DBE company headquartered in Berkeley, California, with additional offices in Torrance, San Francisco, and Oakland. With over 80 employees, ISI has the depth of resources and breadth of knowledge to deliver high quality and responsive service to our clients. ISI's inspection personnel are members of Operating Engineers Local 3.

ISI is well versed in the Standard Specifications for Public Works Construction (SSPWC), Caltrans, California Building Code (CBC/Title 24), and the International Building Code (IBC). ISI employs California Licensed Civil, Geotechnical, and Quality Engineers; ICC, OSHPD, DSA, AWS, ASNT, ACI and NICET certified inspectors and technicians; experienced supervisors and support staff.

#### **TESTING CAPABILITIES**

ISI operates a full service Materials Testing Laboratories in Berkeley and Torrance, CA. Their laboratories are under the technical direction of registered professional engineers. The testing facilities are inspected by, and maintain accreditations with, AMRL/AASHTO, CCRL, DSA and Caltrans. Both laboratories are inspected by, and enrolled in, the Reference Sample programs administered by the Cement and Concrete Reference Laboratory (CCRL) and the American Association of State Highway Transportation Officials (AMRL/AASHTO).

#### **SURVEYING**

**Towill Inc.** perform services that may include, but is not necessarily limited to: ground topographic survey and mapping, boundary line survey, preparation of legal descriptions; reviewing parcel maps, final maps, lot line adjustments, abandonment documents, and records of survey, and field survey work. In addition, consultant may serve as the City Surveyor and certify the technical correctness of maps and other documents submitted to the City under the Subdivision Map Act.

Horizontal and vertical control is the backbone of any successful survey project. Each survey crew is equipped with the latest electronic surveying instruments, including GPS with real-time kinematic capabilities, robotic total stations, digital levels, and data collectors. Towill has extensive experience and expertise in boundary/property line surveys for land/parcel determination, performing tens of thousands of surveys over our 60-year history. Towill has a team of surveyors with the experience and knowledge to tackle any and all boundary surveys, from public land surveys to subdivision retracements and establishment of centerlines.

## Experience Providing Similar Services

### SECTION 3

CSG has provided engineering plan check and construction inspection services to agencies throughout the San Francisco Bay Area for the past 24 years. A sample of CSG's recent projects is provided below.

**On-Call Public Works Inspection | Cities of Vallejo, Half Moon Bay, and Morgan Hill, CA**  
CSG has provided on-call public works inspection to various agencies throughout the Bay Area. Inspections ranged from capital improvement projects to large scale developments and subdivisions. The Inspector's responsibilities included inspecting operations such as grading, utilities, roadway construction, joint trench, concrete work, and irrigation and landscaping.

#### City of Foster City

CSG provides off-site plan review and as needed construction inspection for various development projects throughout Foster City.

#### On-Call Public Works Inspection | City of Foster City, CA

CSG has provided construction inspection services to the City of Foster City for various development projects. Projects include:

- *Foster Square* – Construction inspection for this development which will include affordable housing, assisted living, commercial space, and open space
- *The Waverly* – Construction inspection for a mixed-use 6.3 acre development which will include 730 residential units and over 290,000 square feet of commercial/industrial office use.
- *Pilgrim Drive Sewer Line* – Construction inspection for a sewer line replacement
- *Mariners Island Blvd 24" Transmission Project* – Construction inspection for Phase A and Phase B
- *1299 Chess Drive* – Construction inspection for this five-story wood framed hotel

#### Development Review | City of Foster City, CA

CSG provided development review for the Gilead Sciences campus. CSG staff reviewed grading and sewer, hydraulic studies, and C.3 compliance for the 10-story office building and adjacent parking structure.

#### City of Marina

CSG provides management support, comprehensive land development review, construction management and inspection, City Surveyor, and City Engineer Services to the City of Marina.

#### Fort Ord Development | City of Marina, CA

CSG is currently providing comprehensive development review and construction inspection for the development of 420 acres of former Fort Ord property that lies within the boundaries of the City of Marina. The project, for which a Specific Plan was developed, consists of mixed use (retail, entertainment, commercial, and live/work), regional retail, low-income housing, office/research/light industrial, and residential areas. The development also includes numerous public parks and a multi-modal corridor.

- *The Promontory* - 174 unit student house adjacent to CSUMB Campus
- *Imjin office Park* – 5 acre LEED certified civic center office site for Marina Coast Water District, Fort Ord Reuse Authority offices, Carpenters Union Local 605, and Bureau of Land Management
- *Veterans Affair Clinic* – three story, 150,000 sq ft located on 14.3 acres.
- *Cinemark Theater* – 10 screen theater

## **City of Gilroy**

CSG has provided engineering plan review services to the City of Gilroy since early 2014. CSG also provided onsite staff augmentation to the City, managing the City's land development group, assisting with the land development group. Some of the notable projects CSG has provided review for include:

### **Glen Loma Ranch | City of Gilroy, CA**

CSG provided full development review for this 360 acre development, of which 190 acres will be residential development, 27 acres for a town center, 9 acres for a school, and over 21 acres of infrastructure. The total project will include 1600 units of varying size and residences, divided into 19 residential neighborhoods, a new fire station, town center commercial area, preserved open space, and major bicycle and pedestrian system.

CSG staff is currently reviewing Phase 1A of this project which includes 3 subdivision improvement plans with a total of 274 units, two roundabouts, and a city park.

- Reviewed on-site street improvements, utilities, signing, and striping plans, construction phasing plans, erosion control, storm water management plans, C.3 Compliance, geotechnical reports, hydraulics and hydrology study, joint trenches, and final maps.
- Reviewed phasing plans the design of two roundabouts and the streets around an existing elementary school

### **Alexander Station | City of Gilroy, CA**

CSG provided development review for this five-story, 362-unit multi-family residential building complex with interior courtyards, mixed-use commercial frontage development areas, pavement drive and parking areas containing 456 parking spaces, with site flatwork, utilities, landscaping and associated improvements. The project site is located on a 6.9 acre parcel.

- Reviewed the grading, infrastructure improvements including street design, utilities, signing & striping plans, erosion control, Storm Water Management, hydraulic & hydrology reports, and geotechnical reports.
- This project utilized several kinds of stormwater treatment measures to meet water quality needs. The filtration measures consisted of bioretention basins, planter filtration, mechanical treatment, and pervious concrete pavement and an underground retention facility. The main challenge of this project was to verify that the proposed stormwater treatment measures would be able to work in sync.
- In order to meet funding requirements and time lines, CSG staff completed the first review of both onsite and offsite plan review in four working days from receipt of the Notice to Proceed from the City.

## **City of Dublin**

CSG currently provides as-needed final/parcel maps, engineering plan review, and construction inspection services to the City of Dublin. Notable projects are described below.

### **Dublin Ranch Subarea 3 | City of Dublin, CA**

CSG staff provided development review services for 6 new neighborhoods within the master planned community of Dublin Ranch. The approximately 64 acre project will include 437 single family residential units.

### **Moller Ranch | City of Dublin, CA**

CSG provided development review and construction inspection services for this 300-home subdivision.

## Resumes

### SECTION 4

Resumes of proposed staff and subconsultant firm profile are provided on the following pages for the City's review.

# Nourdin Khayata PE

Principal in Charge  
Resident Engineer



## LICENCES and CERTIFICATIONS

Professional Civil Engineer  
State of California  
| CS2446

Trench Excavation Safety  
Confined Space Training

Cal OSHA 40-Hour HAZMAT

Storm Water Pollution Prevention Training

## EDUCATION

Master of Science, Civil Engineering  
Tennessee State University  
| Nashville, TN

Bachelor of Science, Civil Engineering  
University of Texas  
| Austin, TX

## AFFILIATIONS

American Society of Civil Engineers (ASCE)

Earthquake Engineering Research Institute

Mr. Khayata has over 25 years of experience in project management, civil & municipal engineering, and construction management. He has served as a resident engineer on many transportation, public works, development and infrastructure projects throughout California. He managed projects from inception through close out including administrating federally funded projects. Mr. Khayata worked for Caltrans before joining the private sector. His background experience includes earthwork, asphalt concrete pavement, PCC pavement, traffic signalization, concrete barriers, soundwalls, drainage, box culverts, erosion control, and traffic control. Mr. Khayata is proficient in interpretation of contract documents, writing and negotiating contract change orders, reviewing and approving contract's submittals, and supervision of field inspectors. Mr. Khayata manages the construction management division For CSG Consultants.

Mr. Khayata's municipal experience includes serving as the City Engineer for the City of Marina for the last 8 years. He is responsible for the overall coordination and direction of the public works processes and the day to day management of the municipal engineering division. His duties include managing and implementing the capital improvement program (CIP), managing design and construction projects and overseeing development projects. Mr. Khayata exemplifies strong leadership and management skills. He is strategic, politically astute and has a good understanding of the big picture and vision outlined by the City Council. He is interpersonal and possesses good communication, presentation and writing skills. Mr. Khayata has earned the respect and trust of City staff, City manager, Council and the businesses & residents by delivering projects that meet the needs of the broader Community.

## RELEVANT EXPERIENCE

### City Engineer | City of Marina, CA

Since 2006, Mr. Khayata has been providing staff augmentation services in the capacity of a City Engineer. He is responsible for the overall coordination and direction of the public works processes and the day to day management of the municipal engineering division He manages a capital improvement program budget of \$300 million and development budget of over \$700 Million.

### Blossom Hill Rd. Improvements | Town of Los Gatos, CA

Mr. Khayata was the resident engineer for this state funded project performed under a Safe route to School program. The work involved road widening, resurfacing, overlay, new parking area, storm drain, utility relocation, new C/G, sidewalk, curb ramps & driveways, bike lanes, striping, signing, street lights and lighted crosswalks.

### Highway 101/Tennant Avenue Interchange | City of Morgan Hill, CA

Mr. Khayata was the resident engineer for this project to widen the existing Tennant Avenue overcrossing at Highway 101 to four lanes and improve the traffic flow through the interchange. Work included the construction of a new bridge structure, northbound 101 on-ramp loop for eastbound Tennant traffic, high occupancy vehicle (HOV) bypass lane, ramp-metering infrastructure, joint trench installation for the underground conversion of electrical and communications utilities, asphalt concrete pavement, traffic signal modifications, safety and street lighting, drainage and erosion control improvements, 12" main water line installation, concrete structures and flatwork (i.e. sidewalk, driveways, access ramps), signage, landscaping restoration, and pavement

# Mark Lander PE

Principal Engineer



## LICENSES and CERTIFICATIONS

Professional Civil Engineer,  
State of California  
| 34953

Mr. Lander has over 25 years of experience in both public and private sector work. Since joining CSG Consultants, Mr. Lander has provided on-call assistance to the Cities of Rohnert Park, Redwood City, Belmont, Foster City, and Dublin for land development review. He has also assisted the City of Half Moon Bay with its storm water program and prepared the City's long term trash reduction plan.

## EDUCATION

Bachelors of Science, Civil Engineering  
Cal State University  
| Long Beach, CA

Prior to joining CSG, he served as City Engineer for the City of Dublin. In this role, he was responsible for private development review, including entitlements, plan review, construction, and closeout. Mr. Lander coordinated advanced and current land development review with the Community Development Department, Fire Department, Economic Development, and other departments or agencies as needed. Additionally, he coordinated land development review with other Public Works staff. As City Engineer, he conducted internal Public Works review of City Capital Improvement Projects managed by other Departments, such as parks and facilities. He supervised a staff of engineers, inspectors, and various consultants responsible for land development activities.

## PROFESSIONAL AFFILIATIONS

American Public Works Association (APWA)

During his tenure with the City of Dublin, Mr. Lander was responsible for the City's Clean Water Program (NPDES) and ensured compliance with the 2003 Stormwater Permit issued by San Francisco Bay Regional Water Quality Control Board. He oversaw land development design for conformance to permit provisions, and developed post-construction operations and maintenance (O&M) program for water quality measures installed with new development. He also oversaw the business inspection program, discharge and spill response, public outreach, and volunteer efforts.

Mr. Lander coordinated City activities with the Alameda County Clean Program and attended ACCWP Management Committee and subcommittee meetings. He served as chair for New Development Subcommittee and served on ad hoc budget, stormwater permit, and trash work groups.

Mr. Lander completed review and comment on three versions of the Municipal Regional Permit for Stormwater through adoption of MRP by Regional Board in October 2009; currently working with ACCWP and Environmental Services Division to implement provisions of new permit. He obtained grant and other outside funding for and developed capital projects needed to address trash capture provisions required under new permit. He also assisted in transfer of primary responsible of Clean Water Program to Environmental Services Division in July 2009. Mr. Lander was also responsible for ongoing management of Eastern Dublin Traffic Impact Fee, including 2009 and draft 2010 updates to fee. In 2006, he developed that year's Update to City's Americans with Disabilities Act Transition Plan. He completed updated inventory of City facilities requiring ADA compliance, including GIS map layer of curb ramps. He also oversaw annual curb ramp project in addition to overseeing private development activities with regards to ADA compliance.

Mr. Lander has served as Acting Public Works Director (on a rotating basis with other staff) as needed.

# Sophie Truong

PE, PLS, QSD/P  
Senior Engineer



## LICENSES and CERTIFICATIONS

Professional Civil Engineer  
State of California  
| 68110

Professional Land Surveyor  
State of California  
| 8998

Qualified SWPPP Developer/Practitioner (QSD/QSP)

## EDUCATION

Bachelor of Science, Civil Engineering  
University of California Berkeley  
| Berkeley, CA

## TRAINING

California Subdivision Map Act Seminar

Bay Area Hydrology Model (BAHM)

Municipal Regional NPDES Permit Provision C6  
(Construction BMP)

Ms. Truong has extensive experience in the surveying, design and review of various types of public works and private development projects, from entitlement to development of final grading and improvement plans. Past projects have included the preparation or review of tentative maps, final or parcel maps, and comprehensive improvements plans for large, hillside and coastal residential subdivisions in both Southern and Northern California, commercial and industrial projects in San Francisco Bay and the Los Angeles regions, and various local public improvement projects such as bicycle and pedestrian paths, new roadway construction, roadway rehabilitation, and utility projects.

## RELEVANT PROJECTS EXPERIENCE

- Pacific Ridge 63-lot Subdivision in Half Moon Bay
- Redwood Gate 45-lot Subdivision in Palo Alto
- The Oyster Point Redevelopment Project in South San Francisco
- The Branciforte Creek 32-lot Subdivision in Santa Cruz
- Menlo College / Menlo School Redevelopment in Atherton

As part of her duties as a project manager, Sophie manages incoming submittals, reviews plans and prepares comments and redlines, and regularly meets with City personnel to review difficult projects and discuss design issues. Since 2008, Ms. Truong has been effectively managing CSG's Surveying and Development Review team, not only providing quality assurance/quality control for in-house reviews, but also providing training, mentoring and engineering support to the review team. She also prepares contracts and proposals on behalf of the firm.

Ms. Truong also provides surveying and design efforts as a project manager for public improvement projects. Some of Sophie's recent design experience includes the Seymour Street Extension to Highway 1 and the Highway 1 Bicycle and Pedestrian Trail in Half Moon Bay, the federally funded Serramonte Blvd Roadway Rehabilitation and Hillside Boulevard Capital Improvement project in Colma, and the Spencer Dam Spillway Repair and Tartan Trail Sanitary Sewer Relocation Projects in the Town of Hillsborough.

Ms. Truong is particularly adept at developing or reviewing projects for compliance with the State's Subdivision Map Act and Land Surveyor's Act, Local Ordinances, Project Conditions of Approval, NPDES permit requirements, CEQA mitigation measures, Coastal Development Permit conditions of approval, and any other permits or regulations enforced at the municipal, state, or federal level.

Prior to joining CSG, Ms. Truong pursued a career in geotechnical engineering where she acquired valuable knowledge in the construction industry preparing engineering recommendations for various types of foundations and pavement systems, and supervising field and laboratory work. She followed her geotechnical experience with two years as a consultant for the City of Los Angeles, establishing methods of repair and managing construction of the City-wide sewer system damaged in the 1994 Northridge earthquake.



## Fredric Allen PE

Principal Engineer

### LICENSES and CERTIFICATIONS

Civil Engineer  
| State of California 20702  
(Pre-1982)

### EDUCATION

Bachelor of Science, Civil Engineering  
University of Missouri, Columbia, MO

### MEMBERSHIPS

California Council of Civil Engineers & Land  
Surveyors (CCLSOC) – Past President, Peninsula  
Chapter  
Former Member of the Inter-City TSM Authority for  
San Mateo County  
American Public Works Association (APWA)

Mr. Allen is a veteran engineer with over 40 years of experience in the San Francisco Bay Area. He has extensive experience in land surveying, hydrology, commercial and residential site planning and design, parking lot planning and design, as well as public park planning, highway design, construction management, and inspection. Mr. Allen has been a member of CSG's professional staff for over 15 years providing quality control and training for our engineering staff in design, plan checking, and map checking. He provides hands-on plan and map reviews for the more complex projects and support for CSG's surveying and mapping division.

### RELEVANT EXPERIENCE

His experience includes 16 years with the State of California Division of Highways (now Caltrans), where he worked in various departments including Highway Design, Advance Planning, Hydraulics, City/County Cooperative Project Agreements, and Construction. From 1968 to 1972 he served as a construction inspector and later trained inspectors on a Route 101 widening project from Silver Avenue to Candlestick off-ramp. As Assistant Resident Engineer for the State Route 92/280 Interchange he obtained extensive experience in construction management and contract administration.

Mr. Allen entered private practice in 1972 as a staff engineer for Tri-State Engineering Company. In that capacity, and later as General Manager of Tri-State's Northern California division, he designed and managed the design of hundreds of diverse projects including feasibility studies, residential and commercial subdivision site planning and design, boundary and topographic surveys, preliminary and detailed hydrologic studies and design, traffic network analyses, parking studies and designs, environmental impact studies and reports, construction staking, construction inspection, and contract administration. While his practice was concentrated in the San Francisco Bay Area, Mr. Allen was engineer of record on projects throughout Northern and Southern California, and in Arizona, Colorado, Missouri, and Texas. When Tri-State Engineering closed its Redwood City office in 1991, Mr. Allen established a consulting firm, Fredric V. Allen, Inc. providing land planning, civil engineering, and land surveying services to private developers and public agencies.

**Eric Gonzales PE**  
Senior Engineer



**LICENSES and CERTIFICATIONS**  
Professional Civil Engineer  
State of California  
| 66860

**EDUCATION**  
B.S. in Civil Engineering  
California State Polytechnic University  
Pomona, CA

Mr. Gonzales has over 15 years of municipal and civil engineering experience including capital improvement programs, land development review and management, construction inspection, and transportation engineering. He has recently provided land development review for the Cities of Milpitas, Pacifica, Marina, Dublin, Gilroy, Rohnert Park and South San Francisco. Prior to joining CSG, Mr. Gonzales was a Senior Land Development Engineer for the City of Sunnyvale managing various land development projects.

**RELEVANT LAND DEVELOPMENT REVIEW EXPERIENCE**

**The Reserve @ Dowdell Carlson Court | City of Rohnert Park, CA**

Mr. Gonzales provided review of site improvement, utility, grading, erosion control and associated lot merger for this 5.4 acre site consisting of an 84-unit townhome complex and associated public street improvements

**Dublin Ranch – Sub Area 3 | City of Dublin, CA**

Mr. Gonzales performed development review of rough grading, on-site and off-site improvements, final map, on and off site landscape, and joint trench plans for this residential development consisting of six neighborhoods with 330 single family homes and 107 townhomes on a 45.5 acre site. The project also consisted of roadway widening improvements along major frontage streets.

**Imjin Office Park Phase III | City of Marina, CA**

Mr. Gonzales conducted review of onsite and offsite improvements for the third phase of a 5.14 acre total business park development consisting of a brand new Bureau of Land Management building for the Marina Coast Water District. The project included new parking lot and other associated public and private improvements.

**Project Manager | City of Campbell, CA**

Mr. Gonzales managed subdivision maps, deeds, plat maps and legal description reviews for the City of Campbell. He interfaced with internal CSG development reviewers and has successfully coordinated and resolved project issues with City's Engineering staff.

**Civil Engineer, Department of Public Works | City of Sunnyvale, CA**

As a civil engineer for the City of Sunnyvale, Mr. Gonzales coordinated over 50 active land development projects with various City departments, providing comments and complete reviews for the Public Works Department. His reviews included but were not limited to public improvement plans, subdivision maps, lot line adjustments, and sanitary sewer analysis. Mr. Gonzales also coordinated with Public Works Inspectors by attending pre-construction meetings, overseeing the construction process, and inspecting facilities for compliance with plans.

# Mehdi Sharifi PE, LEED AP

Associate Engineer



## LICENSES and CERTIFICATIONS

Professional Engineer  
State of California  
| 62646

## EDUCATION

Bachelor of Science, Civil Engineering  
University of Texas  
| Austin, TX

Mr. Sharifi has over 17 years of civil engineering experience. He has provided land development review on a variety of projects ranging from single family residential homes to expansive subdivisions. His work on projects has involved horizontal & vertical layout, grading, drainage, wet utilities, cost estimates and access feasibility studies.

Prior to joining CSG, Mr. Sharifi has worked with another consulting engineering firm gaining experience in the design and production aspects of improvement plans from schematic design to design development to construction documents and construction support.

## RELEVANT LAND DEVELOPMENT REVIEW EXPERIENCE

### Glen Loma Ranch – Phase 1A | City of Gilroy, CA

The land development project involved review of rough grading and backbone infrastructure improvements including street design, utilities, signing & striping plans, construction phasing plans, erosion control plans, two roundabout designs (Luchessa/10th Street and Santa Teresa/Miller), Storm Water Management Plan, Hydraulics & Hydrology reports, geotechnical reports and joint trench plans. Review of 3 residential subdivision improvement plans (Vista Bella, Petite Sirah and Motaro) with a total of 274 units; including onsite street improvements, utilities and final maps; Review of a neighborhood park. Mr. Sharifi reviewed phasing plans for building the Luchessa/10th roundabout and the surrounding streets of an existing elementary school.

### Hecker Pass East Cluster | City of Gilroy, CA

The land development project consisted of the review of backbone infrastructure improvements including street design, utilities, signing & striping plans, construction phasing plans, erosion control plans, Review of residential subdivision improvement plans with a total of 186 units; including onsite street improvements, utilities, joint trench, several roundabout designs, final maps, Storm Water Management Plan, Hydraulics & Hydrology reports and geotechnical reports.

### Dublin Ranch Subarea 3 | City of Dublin, CA

Mr. Sharifi conducted land development review of onsite and offsite landscape plans for this project. This 64 acre development includes 437 single-family units and townhomes within six neighborhoods.

### The Reserve @ Dowdell | City of Rohnert Park, CA

Mr. Sharifi provided improvement plan review for this 5.4 acre development comprised of 84 units of 1-4 bedroom residences.

### San Antonio Center | City of Mountain View, CA

This was a 12-acre commercial/mixed-use/park project with onsite & offsite improvements and a total civil design cost of about \$1.2 million. Project involved the preparation of site grading, utility plan & profile, accessible path of travel and designing onsite storm drain treatment basins.

### City/County Association of Governments | County of San Mateo, CA

The project involved the organizing and tracking of over 15 local agency projects which could receive federal funding. The object was to present the tracking of the projects using Excel spreadsheet and Google Earth mapping programs.

# John Garcia PE

Principal Engineer



## LICENSES and CERTIFICATIONS

Environmental Planning  
Urban Planning  
Civil Engineer

Mr. Garcia has over 45 years of experience in land development review, as both a City Engineer and for development companies. Over the past 20 years, Mr. Garcia assisted in the development of over 40 projects, managing in all phases from the initial evaluation through the entitlement process, General Plan, zoning/rezoning, and tentative and final maps.

## EDUCATION

Master of Business Administration  
California State University Long Beach  
| Long Beach, CA

Master of Science, Civil Engineering  
California State University Long Beach  
| Long Beach, CA

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

## RELEVANT EXPERIENCE

### Santa Clara Development | San Jose, CA

As general manager, Mr. Garcia processed entitlements in three counties and six cities, for all company projects from company conception with density ranges from 3-acres to 41-acres, with most being 6-10 acres. He purchased and participated in the purchase for all land acquisitions since the company's inception. Under Mr. Garcia's supervision, Santa Clara Development grew from 3 to 27 staff personnel.

### Dividend Development | Santa Clara, CA

As the President of the Northern California Division, Mr. Garcia processed 6 new projects through the entitlement process in two counties. He purchased two pieces of property and several other acres with a density of 3-6 acres. Mr. Garcia reorganized the construction and sales department interfaces.

### Summerhill | Palo Alto, CA

As President of Summerhill, Mr. Garcia organized two departments, purchased and processed land that was over 2000 units in both the Northern and Southern California, and started the construction department to avoid hiring general contractor.

### Development Engineer and City Engineer | City of Garden Grove, CA

Mr. Garcia has years of experience in municipal engineering and public works. As the City Engineer for the City of Garden Grove, he was responsible for CIP, land development and operations of the department. As the Development Engineer, Mr. Garcia wrote Public Works staff reports and attended planning commission and city council meetings.

# Michele **Bocalan** EIT

Associate Engineer



## LICENSES and CERTIFICATIONS

Engineer in Training

## EDUCATION

Bachelor of Science, Civil Engineering

San Jose State University

| San Jose, CA

Ms. Bocalan serves as the Associate Engineer for CSG and its clients. She has over 15 years of experience working as an engineer for numerous municipalities throughout the San Francisco Bay Area including her most recent work as a Junior Engineer for the City of Los Altos.

## RELEVANT EXPERIENCE

### Junior Engineer | City of Los Altos, CA

As a Junior Engineer, Ms. Bocalan's responsibilities included, reviewing all development projects from single family homes to condominiums and hotels from the planning stages to construction which include assessing fees, reviewing final/parcel maps and staff reports for accepting the maps and complying to all necessary requirements; counter duties which include addressing residential and contractor complaints, issuing public right-of-way permits; preparing and reviewing plans, specifications and estimates for Capital Improvement Projects/Programs (CIP) such as the annual sewer video inspections, annual root foaming, annual concrete repair, biennial street slurry, annual sewer main repair and sewer main replacement projects, heading pre-construction meetings and being project engineer, preparing staff reports, working with contractors on traffic control plans and traffic modifications, handling invoices and payments for CIP projects, reviewing and working with consultants on CIP design projects; assisting in the P-TAP Grant applications and working with consultants to fulfill requirements; and working on C.3 reports and inspections, representing and attending C3PO meetings and trainings.

### Assistant Engineer | CSG Consultants, Inc. | Cities and Towns of South San Francisco, East Palo Alto, Colma, and Hillsborough, CA

As Assistant Engineer, Ms. Bocalan's tasks included surveying, water line designing, assisting in roadway design, sanitary sewer projects, and capital improvement projects, modifying specifications, creating cost estimates, handling bid documents and results, attending cross-training classes with the Building Department, and increasing knowledge in updated AutoCAD programs, attended transportation oriented classes, and the Subdivision Map Act. Assisting various cities in their engineering department with staff augmentation.

### Student Design Tranlee | City and County of San Francisco, CA

Assisting in the Bay Bridge Renovation and Central Freeway demolition traffic control, as well as conducting field checks and field studies along with implementing work orders. Suggesting recommendations and recreating guide signs, editing meter drawings and signal timing cards. Supervising other interns on various projects. Designing striping drawings for various projects. Conducting signal inventories for various projects/locations. Determining cost estimates and modifying specifications for various projects.

### Engineering Intern | Town of Woodside, CA

Assisting in various projects such as the Road Rehabilitation Project 2000/2001, STP Project 2001/2002, Rule 20A Project and Sewer Charges. Also, measuring digouts and assisting in boring for road projects, modifying specifications and addenda for road projects, handling home owner and Town Engineer complaints, reviewing project plans, and researching products and materials for construction or town uses.

# Babak Kaderi

Associate Engineer



## LICENSES and CERTIFICATIONS

FEMA Elevation and Floodplain Management Training

South Bay Water Recycling Site Supervisor Certificate

Traffic Control Technician and Traffic Control Flagger Certificate of Training

Certificate of Completions for SF Bay RWQCD Construction Site Compliance for Water Quality Protection

Access Management Traffic Manual Certificate

Autodesk Certificate of Completion 2007

## EDUCATION

MS, Industrial Technology  
Indiana State University  
| Terre Haute, IN

BS, Manufacturing Technology  
Indiana State University  
| Terre Haute, IN

Mr. Kaderi has over 25 years of civil engineering, land development, and planning and development project management experience. His land development experience includes, but is not limited to plan checking, code compliance, and understanding of regional public agency regulations and requirements. For CSG, Mr. Kaderi provides development plan review for the Cities of Gilroy, and Dublin, as well as onsite review for the City of Hayward. Prior to joining CSG, Mr. Kaderi served as an Assistant Civil Engineer to the City of Milpitas for 25 years

## Assistant Civil Engineer| City of Milpitas, CA

Mr. Kaderi served as the Assistant Civil Engineer for the City of Milpitas. His general duties included providing plan check and review of all major and minor private developments (residential, commercial, and industrial) including but not limited to tentative maps, tract maps, parcel maps, legal descriptions, annexations maps, grading plans, public improvement plans, on-site improvement plans, tenant improvement plans, and plot plans.

Mr. Kaderi also reviewed and approved pre-construction Storm Water Pollution Prevention Plan (SWPPP) and post-construction Storm Water Control Plans (C.3), as well as issued water service agreements, sewer and water treatment plan agreements, and calculated development fees (water, sewer, storm, traffic impact).

Some of Mr. Kaderi's notable projects for Milpitas are listed below:

### Citation Homes

Mr. Kaderi served as the Project Manager for the entitlement review and construction phase for this 381 unit mixed used apartment building.

### Toll Brothers

Mr. Kaderi served as the Project Manager for the Entitlement Review and Construction Phase for this 200 multi unit residential subdivision.

### Robson Homes

Mr. Kaderi served as the Project Manager for the Entitlement Review and Construction Phase for this 83 single family residential subdivision.

### Integral District 1 & 2

Mr. Kaderi served as the Project Manager for the entitlement review and approval for this mixed use project which included a 300 unit multifamily residential subdivision within the Transit Area specific plan.

### Piper Drive Subdistrict

Mr. Kaderi served as the Project Manager for the entitlement review and approval for this subdivision which included over 1200 multifamily residential units. He had to coordinate with three major developers to form the subdistrict.

### Integral District 1 & 2

Mr. Kaderi served as the Project Manager for the entitlement review and approval for this mixed use project which included a 300 unit multifamily residential subdivision within the Transit Area specific plan.

### Cerano Apartments and Coyote Creek Residential Development

Mr. Kaderi served as the Project Manager for the entitlement review and approval for this 650 unit apartment complex and a 200 unit subdivision.

# Son Hoang

Assistant Engineer



## LICENSES and CERTIFICATIONS

Caltrans Resident Engineer's Academy

## EDUCATION

Bachelor of Science, Civil Engineering  
San Jose State University  
| San Jose, CA

Mr. Hoang provides clients with experience in design and plan review. Since working at CSG, his primary focus has been in design. This work includes a variety of public works projects involving paving design, drainage systems, and topographic surveys. Along with the preparation of design plans for public works projects, he has also created complete PS&E packages including specifications and engineering cost estimates.

## RELEVANT EXPERIENCE

### Various Plan/Map Check Review

Mr. Hoang has also been responsible for a variety of plan and map check reviews ranging from parcel maps to grading and drainage plans. He has reviewed various lot line adjustments and easement dedications for jurisdictions within San Mateo and Santa Clara County. Mr. Hoang has also performed new and redevelopment plan reviews with a focus on the latest C.3 compliance requirements for San Mateo County.

### 2014 Sanitary Sewer Improvements | Millbrae, CA

Mr. Hoang provided complete design, construction inspection, and assistant resident engineer services for the replacement of approximately 5,500 LF of existing sanitary sewer pipe with HDPE pipe by pipe bursting methods, both in the street and on private property within public easements. Project also included open trench reconnections of approximately 130 laterals using electrofusion saddles, steel encasement of approximately 30 LF of exposed pipe by Millbrae Creek, and rehabilitation of 30 brick and concrete manholes using a 2-part mortar/epoxy liner.

### Hillside Blvd. Improvements, Phase 1 | Colma, CA

Mr. Hoang was responsible for preparing plans, specifications, and estimates for the complete re-design and beautification of Hillside Boulevard from Hoffman St. to Serramonte Boulevard in Colma, CA. Mr. Hoang also assisted in the topographic survey to determine existing site conditions. Design elements included roadway improvements, drainage improvements, traffic signal design and bio-retention rain garden design.

### Lyford Drive Storm Drain Relief Line | Tiburon, CA

Mr. Hoang provided plans, specifications and estimates for the installation of approximately 335 LF of storm drain pipe by open trench to divert flow away from private property. Mr. Hoang also performed topographic surveying to identify the existing site conditions. Design elements included modified storm drain junction box, new manholes as turning structures and coordination with local utility companies.

### Topographic Surveys

Mr. Hoang has also been responsible for a variety of topographic surveys performed in conjunction with public improvement projects. Utilizing the most appropriate Control Scheme, whether it be local street monuments with assumed vertical datums, or tied to the California Coordinate System and North American Vertical Datum, Mr. Hoang has provided thorough identification of existing site conditions by surveying location and elevation of existing surface features, invert elevations of underground utilities, location of all pavement markings and striping, location and elevation of found monuments and benchmarks, sufficient elevation information along side streets to determine longitudinal slope for drainage, and location and elevation of any other items that would or may affect the design of construction of proposed improvements within the project limits.

# Joseluis Gonzales

Construction Inspector



## EDUCATION

Diablo Valley College  
| Pleasant Hill, CA

Mr. Gonzales is a construction inspector for CSG and has over 32 years of construction inspection experience. Prior to joining CSG, Mr. Gonzales served as a construction inspector for the City of Oakland, inspecting numerous projects for the Public Works Capital Improvement Division. His inspection experience includes all facets of public works construction including pavement and concrete rehabs, sanitary sewers and storm drains, utilities, streets and traffic lights, park improvements, and seismic retrofits and new construction of City buildings. Mr. Gonzales recently served as the construction inspector for a street resurfacing project for the City of Daly City. The federally funded project involved cold in-place recycling and asphalt concrete overlay technologies.

## RELEVANT EXPERIENCE

### Hickey Boulevard Improvements Project | City of Daly City, CA

Mr. Gonzales provided inspection services for this Cold In Place Recycled and traditional asphalt project for a major street in the City of Daly City. In addition to inspection, Mr. Gonzales coordinated with local businesses to limit any impact to the businesses, completed Caltrans daily and weekly reports, and additional forms..

### Facility Inspection | City of South San Francisco, CA

Mr. Gonzales provided inspection for the installation of an HVAC system, as well the installation of new roof for a public facility building the in the City of South San Francisco.

### Utility Inspector | City of Oakland, CA

Mr. Gonzales inspected underground projects including installation of water mains, phone lines, cables, electrical conduits, PG&E gas piping, and rehabilitation of sanitary sewer and storm pipes. Responsibilities included performing field inspections for compliance with excavation permit requirements; reviewing work progress; checking for proper backfill, materials, grade, alignment, and implementation of traffic control requirements; responding to resident complaints; resolving change conditions; making final inspections for restoration of sidewalks and pavement; and recommending acceptance of projects.

### Construction Inspector | City of Oakland, CA

As a construction inspector for the City of Oakland, Mr. Gonzales' projects included pavement and concrete rehabs, sanitary sewers and storm drains, streets and traffic lights, and park improvements. In addition, Mr. Gonzales performed inspections of seismic retrofits and new City facility construction including 2 new fire stations, a police administration building, BART stations, and a sport facility with an indoor swimming pool.

Mr. Gonzales' responsibilities included field inspections for compliance of executed contracted work, review of work schedules and submittals, project file maintenance, daily and weekly work report generation, photo file maintenance, month payment application preparation, resolution of field changed conditions and change order negotiation. Mr. Gonzales also coordinated sampling and testing of materials, coordinated demonstrations and trainings for users, reviewed and provided operation and maintenance manuals of installed equipment and materials, collected as-built drawings, confirmed final measurements, coordinated final walk-throughs, performed final inspections, approved completed work, and recommended acceptance of projects.

# Jun Osalbo

Construction Inspector



**EDUCATION**  
Bachelor of Arts, National University  
| San Diego, CA

Mr. Osalbo has over 28 years of public sector experience in the fields of construction management, construction inspection, facility management and quality assurance. Prior to joining CSG, Mr. Osalbo worked as a Construction Coordinator and Resident Engineer for the City of Oakland. This role has allowed him to administer construction contracts for several capital improvement projects. The variety of projects include: engineering and architectural projects, new park construction, traffic signal installation, main storm and sanitary sewer construction and rehabilitation, right of way construction, streetscape, asphalt paving, sidewalk, curb and gutter, irrigation, landscaping and public facility construction.

As a Construction Inspector, Mr. Osalbo's responsibilities include administering construction contracts from Notice to Proceed through Notice of Completion, reviewing construction drawings and recommending changes to adhere to construction standards. Mr. Osalbo also negotiates change orders, processes monthly payments, maintains contract construction records and inspects construction work in compliance with project plans and specifications. Jun works with the public and agency officials, coordinating work with consultants, engineers, architects, utility companies, City staff and stake holders. His responsibilities also include enforcing conditions of approval and municipal codes, monitoring various construction work from grading to landscaping.

He has worked on wide range of residential, commercial and public infrastructure projects for the City of Oakland, including a 75 acre development with 3 tracts, a quarry projects, detention pond and construction of 400 residential units; serving as the only Construction Inspector for an entire 2 million cubic yards of cut and fill grading, infrastructure construction of storm, sewer, utilities, street lights, traffic signals, slope restoration, parks, sidewalks, driveways and a number conditions of approval and other agency involvement.

Mr. Osalbo is familiar with Caltrans design, traffic, as well as construction manuals and Local Assistance Procedure Manuals.

## RELEVANT EXPERIENCE

### Various Inspection | City of Dublin

As a consultant inspector to the City of Dublin, Mr. Osalbo inspected large developments and Capital Improvement Projects including traffic signals, infrastructure construction, and tract home developments. Mr. Osalbo also provided inspection of encroachment permits related to backfill, paving and excavation in the Right of Way, sidewalk construction, gutters, curb and curb ramps.

### Sewer Rehabilitation by CIPP | City of Los Altos

Inspection of three sections of sanitary sewer pipe rehabilitation by CIPP method with extensive bypass piping and traffic control. Mr. Osalbo reviewed the pre-video submittal, the CIPP installation and the post-video acceptance.

### 2013 Cape Seal/ Overlay and HMB Trail | City of Half Moon Bay

Mr. Osalbo was the construction inspector/assistant resident engineer for two pavement rehabilitation projects in Half Moon Bay Street Resurfacing 2012 - Cape Seal and 2013 Overlay Project. The work required daily inspection and reports, writing change orders, processing progress payments and coordination with City Maintenance. The project total cost amounted to \$1.7 Million.

# Mohamad Zoobi

Construction Inspector



**EDUCATION**  
Bachelors of Science, Industrial Management  
San Jose State University  
| Santa Jose, CA

Mr. Zoobi has over 28 years of experience overseeing all phases of construction and infrastructure projects for government, commercial, educational, and private-sector clients. His experience includes contract negotiation and procurement, contract administration, project estimating, plan and impending design review, documentation preparation and control, and site management.

## RELEVANT EXPERIENCE

### Shoe Palace Corporation | Morgan Hill, CA

Mr. Zoobi served as the Project Director for the conversion of a 240,000 square foot manufacturing building into the new office headquarters for the Shoe Palace Co.

### Bnaider United Group | Doha, Qatar

Mr. Zoobi was the Senior Project Manager responsible for portfolio and program management within the construction division. He executed and maintained the program schedule and quality management, cost management, procurement management, and risk management.

### Consulting Firm | Salinas, CA

As a Construction Project Manager, Mr. Zoobi planned, organized, and managed the overall residential, tenant improvement, and light construction development for a planning, architecture and project management company. His responsibilities included design and plan review, preparation of construction documents, bid negotiation, scheduling, project budgeting, project development and quality control.

### Key Projects:

Some of the notable projects Mr. Zoobi has worked on include:

- *New Children's Hospital at Stanford, Stanford, CA*
- *Heald Business College, Salinas, CA*
- *San Jose Convention Center, San Jose, CA*
- *Mountain View Civic Center, Mountain View, CA*
- *De Anza College Parking Structure, Cupertino, CA*
- *Sanborn Station Shopping Center, Salinas, CA*
- *Moscone Center Extension, San Francisco, CA*

# Saeid Mostafavi

Construction Inspector



## EDUCATION

Bachelors of Science, Mechanical Engineering  
University of Texas  
| El Paso, TX

## KEY QUALIFICATIONS

Assistant Resident Engineer | Construction Manager  
(Contract Administration)

Construction Inspection | Transportation  
(roads, trails, parking lots, underground utilities)

Consulting Engineer | Industrial Processes

Business owner | Transportation Industry

NPDES SWPPP Storm Water Seminars/ QSP Training  
MTC Pavement Distress

Mr. Mostafavi's experience includes exposure to over 25 years of various public works construction efforts including roadway rehabilitation, underground water, sewer, storm and utility improvements, traffic improvements and SWPPP compliance. He is very familiar with standards and best practices established by Caltrans in the Standard Plans and Specifications, as well as "Greenbook" Standards for Public Works Inspection and various other applicable standards for public works construction. Mr. Mostafavi has been trained in National Pollutant Discharge Elimination System (NPDES) compliance issues and is very knowledgeable in applying those mandates in his assessment of construction sites. He is also experienced in MTC's Pavement Management Program and can perform PCI Distress Identification Inspections.

Mr. Mostafavi has worked as project inspector for a number of cities in Northern California including Colma, Redwood City, Hillsborough, East Palo Alto, San Bruno and South San Francisco. He has also performed in the capacity of Construction Manager on certain assignments.

Mr. Mostafavi also assists with surveying on an as-needed basis. Prior to joining CSG, Mr. Mostafavi gained nearly 20 years experience in mechanical engineering, including the design and construction of pipelines and pressure systems in the oil refinery industry.

## RELEVANT EXPERIENCE

Scrub and Slurry Seal Project | City of South San Francisco, CA

Street Micro-Surfacing Program | City of Burlingame, CA

Citywide Identification and Marking of Pavement Dig-Outs and Repairs |  
City of San Carlos, CA

Serramonte Blvd. Pavement Rehabilitation / Hillside Blvd. Pavement Repair |  
Town of Colma, CA

Pavement Condition Survey | City of Mountain View, CA

Pavement Condition Survey | City of Monte Sereno, CA

Inspector for the Palmetto Avenue Pavement Rehabilitation | City of Pacifica, CA

Inspection of PG&E's 230kv Transmission Main | City of San Bruno, CA

Recycled Water Service | City of Redwood City, CA

Water Main Upgrade | City of Hillsborough, CA

Water Main Upgrade Project | City of East Palo Alto, CA

Magdalena Sewer Extension Project | Town of Los Altos Hills, CA

# Curtis Brian

Construction Inspector



**LICENSES and CERTIFICATIONS**  
Step 4 Engineering Inspector  
General Engineering Contractor | 688336

Mr. Brian is a construction inspector with over 15 years of experience in the construction industry. Prior to joining CSG, Mr. Brian served as a construction inspector for the City of San Leandro.

**EDUCATION**  
San Lorenzo High School  
| San Lorenzo, CA

## RELEVANT EXPERIENCE

### Construction Inspector | City of San Leandro, CA

Mr. Brian conducted a series of field inspections of capital improvement projects, development of right-of-way improvements, and encroachment permits to assure compliance with plans, specifications and codes. He inspected utility companies such as PG&E, EBM, and AT&T on a daily bases for scheduled projects and emergency repairs. Mr. Curtis identified construction problems and monitored the correction of projects deficiencies after approval of material and method. He inspected street paving, open cut and trench-less methods for underground utilities and facilities, concrete structures, erosion and siltation control, traffic and public safety, review project constructability during design phase. Some of Mr. Brian's notable projects while working for the City of San Leandro include:

- Kaiser Hospital Site Improvements
- Alameda County Pump Station
- BART City Wide Retrofit
- San Leandro Boulevard Downtown Pedestrian Improvements
- Hesperian Sanitary Sewer Rehabilitation
- Water Pipeline Rehabilitation & Replacement

### Owner and Operator | Step One Services | Walnut Creek, CA

As owner and operator for Step One Services, Mr. Brian was responsible for all field operations and company administration. His tasks included inspection of field aggregate base material for projects in public-right-of-way; testing field aggregate for moisture / density with a non-nuclear test gauge; and providing client with certified compaction report to be in compliance with permit conditions.

### Owner and General Engineering Contractor | East Bay Construction Services | Castro Valley, CA

Mr. Brian was accountable for all field operations and company management. He performed underground construction for commercial and residential buildings, and specialized in horizontal directional drilling and excavation.

# Mojtaba Nahrvar <sup>EIT</sup>

Construction Inspector



## LICENSES and CERTIFICATION

Certified Engineer in Training

## EDUCATION

Master of Science, Civil Engineering  
Santa Clara University  
| Santa Clara, CA  
Bachelor of Science, Civil Engineer  
Islamic Azad University | Tehran, Iran

Mr. Nahrvar has worked in construction industry as a project engineer on infrastructures and office buildings for over 5 years. He has mostly been involved in analysis and design of cold formed steel structures. Mr. Nahrvar's diverse background includes construction management of hydraulic structures such as canals, reservoirs, water towers, and their piping systems in addition to low-rise residential buildings and mid-rise office buildings.

In addition to his construction and structural engineering skills, Mr. Nahrvar has developed excellent communication and coordination expertise as a result of working in numerous companies in two different countries as project engineer and structural design engineer. He provides clients with knowledge and familiarity with engineering software which includes AutoCAD, SAP/ETABS/SAFE, Ruaumoko 2D and Perform 2D and 3D, LG Beamer, CFS, EPANET, and Enercalc.

## RELEVANT EXPERIENCE

### Crystal Springs Sewer Rehabilitation | Town of Hillsborough, CA

As the Assistant Resident Engineer and Inspector for this project, Mr. Nahrvar provided field inspection, reviewed submittals, and reviewed and responded to RFI's.

### Mariners Island Upsizing Project | City of Foster City, CA

Mr. Nahrvar provided construction inspection for this water main upsizing project. Services performed included daily inspection of construction site, recorded daily activity and work progress, and assisted in submittal reviews.

### Structural Engineering | Rutherford + Chekene Consulting Engineers CEMCO Steel

- Reviewing the drawings to make sure they are in accordance with project specifications
- Coordination of design work with in-house staff as well as other design professionals
- Being in constant communication with the clients to make sure they are being provided with the best service
- Visiting construction sites to make sure everything is according to specifications and answering the questions.

### Construction Engineering and Management | Talab Beton Construction Company

#### Main Water Organization

- Reviewing Plan & specifications and providing construction guidance for field staff
- Preparation of construction drawings within AutoCAD environment
- Construction site management and performing engineering tasks to solve the problems
- Reviewing site records reported by field staff
- Supervising plant production lines
- Writing budget statements
- Performing engineering tasks related to large scale construction projects
- Contributing in construction main and secondary roads and streets
- Performing and adapting various construction techniques suitable to each project.

# Shannon Rogers

Construction Inspector



**LICENSES and CERTIFICATIONS**  
Excavation-Trenching & Shoring Competent Person  
Fall Protection Training  
Confined Space Annual Refresher  
Soil Engineering for Non-Soils Engineers and Technicians  
Public Works Construction Inspection Skills  
Pavement Overlay & Strategies  
Water Treatment Operator  
Water Treatment Plant Operation Certificate of Achievement

**EDUCATION**  
Public Works and Pavement Strategies Course  
University of Wisconsin  
| Madison, WI

Mr. Rogers has over 28 years experience in Public Works, performing inspections, interfacing with engineers and accountable for compliance to all Federal, City and County standards. He is an expert in the analysis, design evaluation, documentation, and construction specifications of multi-million dollar capital improvement and development projects. Mr. Rogers is an adept and aggressive problem solver combining strong leadership, organizational, and communication skills. He is accommodating and reliable in dealing with changing administration, agendas and outside organizations. Mr. Rogers uses sound judgment in Site Assessment, Contract/Invoice Negotiations, Government Standards, and Inspection Scheduling/Documentation on public and private projects.

## RELEVANT EXPERIENCE

### Senior Public Works Inspector | City of Morgan Hill, CA

Mr. Rogers served as the Project Inspector for Capital Improvement Projects and development projects, including commercial building and residential, to ensure compliance with approved plans and project specifications. He supervised and coordinated the work of contract and lower level inspectors. Mr. Rogers was instrumental in developing new city standards and specifications.

Additionally, Mr. Rogers assisted in establishing departmental policies and procedures, while evaluating projects with engineers to provide pro-active assistance in the planning and review stages. He negotiated and executed project change orders and approved project invoices. This aided Mr. Rogers in developing an excellent rapport with engineers, developers, property owners and contractors offering bidding assistance, preliminary plan assessments using consistent, fair and impartial treatment. Mr. Rogers was interfaced with community and business members to coordinate and facilitate project completion and minimize impact to community during construction. Specific projects included:

- Dunne Avenue Phase I (\$700,000);
- Butterfield Boulevard Phase I (\$1,200,000);
- Tennant/ Edmundson Phase I (\$1,000,000);
- Mill Creek Sanitary Sewer Lift Station;
- Monterey Road Sanitary Sewer Trunk Line;
- Santa Teresa and Burnett Water Main Extensions; and
- Pavement overlay and maintenance programs;

### Public Works Inspector | City of Morgan Hill, CA

As Public Works Inspector, Mr. Rogers made detailed and continuous inspections of materials and methods in the construction of streets, sewers, sidewalks, utilities, gutters, storm drains traffic signals, subdivision improvements and other public work projects. In a vital position, Mr. Rogers interpreted and enforced construction plans and specifications and submitted progress reports on both public and private construction projects. He preformed land and site surveys, investigated, responded to, and resolved complaints arising from construction activity. Mr. Rogers made field changes and decisions to improvement plans.

## References

## SECTION 5

CSG has provided engineering plan check, map review, and public works inspection services for over 24 years. Below are references for recent similar work CSG has provided.



**City of Dublin**  
Jayson Imal  
Senior City Engineer  
100 Civic Plaza  
Dublin, CA 94568  
(925) 833-6630  
*Plan Check and Public Works  
Inspection*



**City of Hayward**  
Sara Bulzer, AICP  
Planning Manager  
777 B Street  
Hayward, CA 94541  
(510) 583-4191  
*Plan Check*



**City of Milpitas**  
Steve Machida  
City Engineer  
455 E. Calaveras Boulevard  
Milpitas, CA 95035  
(408) 586-3355  
*Plan Check*



**City of Foster City**  
Laura Galli  
Associate Engineer  
610 Foster City Blvd  
Foster City, CA 94404  
(650) 286-3280  
*Plan Check and Public Works  
Inspection*



**City of Daly City**  
Michael Van Lonkhuysen  
Senior Planner  
333 90<sup>th</sup> Street  
Daly City, CA 94015  
(650) 991-8158  
*Plan Check and Public Works  
Inspection*



**City of Gilroy**  
Maria Angeles  
Senior City Engineer  
7351 Rosanna Street  
Gilroy, CA 95020  
(408) 846-0265  
*Plan Check and Public Works  
Inspection*



**City of Rohnert Park**  
Marilyn Ponton  
Development Services Director  
7351 Rosanna Street  
Gilroy, CA 95020  
(707) 588-2231  
*Plan Check*



**City of Marina**  
Theresa Szymanis  
Community Development Director  
211 Hillcrest Avenue  
Marina, CA 93933  
(831) 884-1289  
*Plan Check and Public Works  
Inspection*



**Town of Los Altos Hills**  
Richard Chiu  
Public Works Director  
26379 Fremont Road  
Los Altos Hills, CA 94022  
(650) 947-2516  
*Plan Check and Public Works  
Inspection*



**Town of Colma**  
Sean Rabe  
City Manager  
1198 El Camino Real  
Colma, CA 94014  
(650) 997-8318  
*Plan Check and Public Works  
Inspection*

**CONTRACTUAL SERVICES AGREEMENT  
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 28<sup>th</sup> day of January, 2016 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **MNS ENGINEERS, INC.**, a California corporation ("Consultant"), collectively the "Parties".

**WITNESSETH:**

**WHEREAS**, City requested proposals to perform on-call civil engineering plan check, survey and/or public works inspection services.

**WHEREAS**, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B".

**WHEREAS**, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**1. CONSULTANT'S SERVICES.** Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

**2. TIME FOR PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. **COMPENSATION.**

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Fifty-Five Thousand and No/100 Dollars (\$55,000.00) unless the performance of services pursuant to City Council Resolution No. \_\_\_\_\_, and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant’s billing rates (set forth on Exhibit “B” hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit “B”; or, if no manner is specified in Exhibit “B”, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark  
Public Works Department  
37101 Newark Blvd.  
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. **Payment.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit “B”, for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. **Consultant’s Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant’s failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant’s payment).

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

5. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

A. **Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

**B. Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

**C. Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

**9. CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

**10. NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

**11. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

**12. INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

**A. Verification of Coverage.**

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

**B. Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or equivalent.
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession.

**C. Minimum Limits of Insurance.**

Consultant shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim.

**D. Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers, or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E. Claims Made Policies.**

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

**F. Wasting Policies.**

No policy required by this paragraph 12 except Professional Liability (Errors & Omissions) shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

**G. Remedies.**

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

**H. Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

**I. Other Insurance Provisions.**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The Risk Manager of City may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully

protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

**13. REPORTING DAMAGES.** If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

**14. INDEMNIFICATION/SAVE HARMLESS.** To the fullest extent permitted by law, the Consultant shall: (1) defend, and (2) indemnify City, its officers, officials, directors, employees, and volunteers from and against all liabilities arising out of or negligent acts, errors or omissions of Consultant or Consultant's officers, employees, agents, or subcontractors in performance of this Agreement; however, only to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

**15. LICENSES, PERMITS, ETC.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

**16. TERM/TERMINATION.**

**A.** The term of this Agreement shall commence upon the date first hereinabove written and shall expire in two (2) years from said date, or the Agreement may be extended for up to two (2) additional one (1) -year terms as authorized by the Public Works Director.

**B.** Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

**17. CONTRACT ADMINISTRATION.** This Agreement shall be administered by the Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

**18. NOTICES.** Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

**MNS ENGINEERS, INC.**

**CITY OF NEWARK**

JEFF EDWARDS

PUBLIC WORKS DIRECTOR

**Vice President**

**Administrator**

Address: MNS Engineers, Inc.  
2033 Gateway Place  
Suite 500  
San Jose, CA 95110

City of Newark  
Attn: Public Works Director  
37101 Newark Boulevard  
Newark, CA 94560

**19. PARAGRAPH HEADINGS.** Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

**20. EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

**21. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall

not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,  
a municipal corporation

MNS ENGINEERS, INC.,  
a California corporation

By \_\_\_\_\_  
Alan L. Nagy, Mayor

By \_\_\_\_\_  
Jeff Edwards, Vice President

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sheila Harrington, City Clerk

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
David J. Benoun, City Attorney

Date \_\_\_\_\_

## EXHIBIT A

### *SCOPE OF SERVICES*

Consultant services shall include, but not be limited to the following tasks:

#### Civil Plan Checking

- Review of plans associated with subdivision and building permit review. Plans include subdivision improvement plans, site plans, accessibility plans, final maps, grading and drainage plans, erosion and sediment control plans, joint utility plans, and C.3 stormwater management plans.
- Review of studies associated with subdivision and building permit applications.

#### Surveying

- Perform ground topographic surveys and mapping.
- Perform boundary line survey.
- Review parcel maps, final maps, lot line adjustments, abandonment documents, and records of surveys.
- Research record documentation defining existing right-of-way.
- Conduct field survey work.

#### Public Works Inspection

- Perform public works inspection services associated with encroachment permits, subdivision agreements, and private development permits for conformance to City standards and specifications. Inspections include, but are not limited to, asphalt concrete, paving, utility installations, trench backfill, compaction, storm drain system and storm water treatment system improvements for both public and private street improvements.
- Perform material sampling.
- Perform compaction testing.
- Provide Underground Service Alert field markings.
- Inspect erosion and sediment control.

Additional tasks or other duties as assigned by the Public Works Director shall be authorized by Task Orders.

**EXHIBIT B*****PAYMENT***

<b>MNS Engineers, Inc.</b>	
<b>Position</b>	<b>Hourly Rate</b>
<b>PROJECT MANAGEMENT</b>	
Principal-in-Charge	\$250
Senior Project Manager	\$230
Project Manager	\$200
Project Coordinator	\$120
<b>ENGINEERING</b>	
Principal Engineer	\$220
Principal Structural Engineer	\$220
Lead Engineer	\$200
Supervising Engineer	\$185
Senior Structural Engineer	\$185
Senior Project Engineer	\$170
Structural Engineer	\$170
Project Engineer	\$150
Associate Engineer	\$135
Assistant Engineer	\$115
Engineering Intern	\$95
<b>SURVEYING</b>	
Principal Surveyor	\$200
Supervising Surveyor	\$185
Senior Project Surveyor	\$170
Project Surveyor	\$150
Senior Land Title Analyst	\$130
Assistant Project Surveyor	\$125
Party Chief	\$140
Chainperson	\$120
One-Person Survey Crew	\$180
<b>CONSTRUCTION MANAGEMENT</b>	
Principal Construction Manager	\$200
Senior Construction Manager	\$185
Resident Engineer	\$170
Structure Representative	\$160
Construction Manager	\$150
Assistant Resident Engineer	\$145
Construction Inspector (PW)	\$138

<b>MNS Engineers, Inc.</b>	
Office Engineer	\$105
TECHNICAL SUPPORT	
CADD Manager	\$140
Senior GIS Analyst	\$140
GIS Analyst	\$120
Supervising CADD/Engineering/GIS Technician	\$120
Senior CADD/Engineering/GIS Technician	\$110
CADD/Engineering/GIS Technician	\$100
ADMINISTRATIVE SUPPORT	
Administrative Analyst	\$110
IT Technician	\$105
Graphics/Visualization Specialist	\$95
Administrative Assistant	\$70
GOVERNMENT SERVICES	
City Engineer	\$200
Deputy City Engineer	\$185
Assistant City Engineer	\$175
Plan Check Engineer	\$160
Permit Engineer	\$140
City Inspector	\$125
City Inspector (PW)	\$138
Principal Program Manager	\$200
Senior Program Manager	\$175
Program Manager	\$150
Principal Stormwater Specialist	\$150
Senior Stormwater Specialist	\$135
Stormwater Specialist	\$120
Stormwater Technician	\$110
Principal Environmental Specialist	\$150
Senior Environmental Specialist	\$135
Environmental Specialist	\$115
Environmental Technician	\$95
Building Official	\$150
Senior Building Inspector	\$138
Building Inspector	\$125
Planning Director	\$185
Senior City Planner	\$160
Senior Grant Writer	\$160
Grant Writer	\$135

## EXHIBIT C

### QUALIFICATIONS



STATEMENT OF QUALIFICATIONS FOR ON-CALL ENGINEERING SERVICES  
PLAN CHECK, SURVEY & PUBLIC WORKS INSPECTION

#### Section B. Staffing, Team Experience and Understanding of Project & Objectives



#### About MNS Engineers, Inc.

Established in 1962, MNS Engineers, Inc. (MNS) is a C-Corporation that provides quality infrastructure consulting services to the transportation, water resources, federal, and government service markets throughout California. Our top-notch reputation has been built on strong client relationships, clear and direct communication, and quality services for over 53 years. We completely understand the technical, environmental, and regulatory aspects that may be required for any project. We are experienced and knowledgeable with utility and multi-agency coordination.

#### On-Call and Public Agency Experience

MNS provides on-call professional services for numerous public agencies throughout California. This invaluable experience provides us with a unique project understanding and involvement from conception through completion. MNS is familiar with federal, state, and locally funding sources and grants, permitting, design, bidding, public coordination, contract administration, construction support, site inspection, and surveying. Our first-hand knowledge, coupled with a commitment to quality work, will benefit the City. We also work closely with Caltrans permitting as all of our clients have highways traversing their City limits.

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

- Cities of Pittsburg, San Mateo, San Jose, Seaside, Monterey, Gilroy, Greenfield, San Luis Obispo, Arroyo Grande, Solvang, Lompoc, Buellton, Goleta, Santa Barbara, Carpinteria, Ventura, Simi Valley, Santa Clarita, Culver City, Santa Monica, Malibu, and Pasadena.
- Counties of Monterey, San Benito, Tulare, San Luis Obispo, Santa Barbara, Ventura, San Bernardino, and Riverside.

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

#### Firm Expertise

##### Municipal Services

MNS offers assistance to cities, counties, and districts that require review of private development projects, special engineering expertise, or to supplement full-time or part-time staff members during periods of heavy workload. We have an extensive background in engineering plan check providing full review of residential and commercial development projects. A small sample of our municipal services include:

##### Development Review

- Environmental review
- EIR and specific plan review
- Preliminary review/Plan check review
- Development condition preparation
- Permit issuance and inspection
- Traffic control plans
- Compliance with approved plans and specifications
- Bonding review and cost analysis

##### Stormwater Compliance

- Wastewater management plans
- Stormwater quality management plans
- Water pollution control plans
- Stormwater pollution prevention plans

##### City Surveyor

- Right-of-way engineering
- Plan and map check

- Easement and right-of-way research
- Tentative and final map review and sign-off

**Public Works Inspection**

- Construction inspection
- Scheduling and CPM review
- Claims avoidance
- Construction phase surveying and staking
- Contract administration
- Constructability review
- SWPPP compliance

- Multi-party and contractor coordination
- Utility relocation and coordination
- Regulatory agency coordination
- Environmental compliance and restricted work windows
- Funding administration: local, state, and federal

**Public Works Administration Functions**

- Preparation of staff council reports, attending/presenting at Council meetings (if needed)
- Public works permit administration: plan review, fee collection, and permit inspection (if needed)

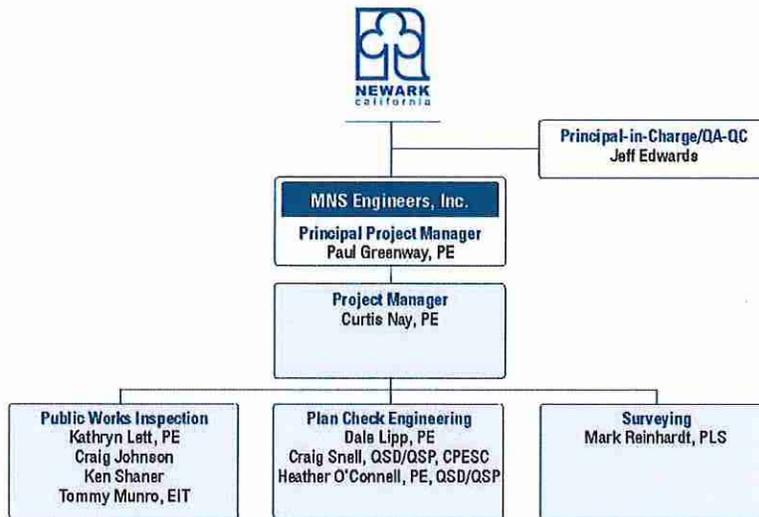
**Professional and Qualified Team**

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

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

**Organization Chart**

We are pleased to present our key staff for this contract. We have a depth of qualified team members should the City require additional resources. MNS understands that substitution of key staff requires City approval.





### Organizational Chart Matrix

This matrix demonstrates which projects team members have worked on together in the past.

Name of Key Personnel	Role	Project Experience Listed in Section C					
		1	2	3	4	5	6
Paul Greenway, PE	Principal Project Manager						
Curtis Nay, PE	Project Manager						
Dale Lipp, PE	Plan Check Engineer	X	X		X		
Craig Snell, QSD/OSP, CPESC	Plan Check Inspector/Public Works Inspector	X	X				
Heather O'Connell, PE, QSD/OSP	Plan Check Engineer						
Mark Reinhardt, PLS	Surveying	X	X		X		
Kathryn Lett, PE	Public Works Inspector					X	X
Craig Johnson	Public Works Inspector						
Ken Shaner	Public Works Inspector	X	X			X	X
Tommy Munro, EIT	Public Works Inspector						

Project Experience Listed in Section C			
No.	Project Name	No.	Project Name
1	On-Call City Engineering, City of Buellton	4	On-Call City Engineering, City of Greenfield
2	On-Call City Engineering, City of Carpinteria	5	Egleberry Street and Sixth Street Improvements, City of Gilroy
3	Staff Augmentation, City of Santa Clarita	6	Norton Street Improvements, City of San Mateo

### Project Understanding/Approach

The City is seeking experienced and qualified civil engineering firm(s) to perform civil plan check, map review and surveying, and public works inspection work to supplement City staff due to unprecedented development activity. The City will contract with one or more primary firm(s), under which subconsultants may operate. The City is requesting services for a minimum term of two (2) years, renewable for two additional one (1) year periods, upon mutual consent of the City and Consultant. It is our understanding the City requires the firm to provide the following:

- Civil Plan Checking.** The Consultant will provide all services and work required to review development plans/permit applications and associated studies, including but not limited to, major building permit site plans and subdivision improvement plans. The type of improvements to be checked include, but are not limited to, street improvements, ADA requirements, grading and drainage, erosion and sediment control, joint utility plans, and C3 stormwater treatment compliance.

- Surveying.** The Consultant will perform services that may include, but is not necessarily limited to, ground topographic survey and mapping, boundary line survey, preparation of legal descriptions, reviewing parcel maps, final maps, lot line adjustments, abandonment documents, and records of survey, and field survey work. In addition, the Consultant may serve as the City Surveyor and certify the technical correctness of maps and other documents submitted to the City under the Subdivision Map Act.
- Public Works Inspection.** The Consultant will provide a variety of public works inspection services under encroachment permits, subdivision agreements, and private development permits that may include, but is not necessarily limited to, inspection of asphalt concrete paving, utility installations, trench backfill and compaction, storm drain system and stormwater treatment system improvements, and installation of all other infrastructure for both public and private street improvements, as well as grade checking, material sampling and compaction testing, Underground Service Alert (USA) field markings, erosion and sediment control inspection, and other field duties as assigned by the City Engineer.

## Methodology

In the over 50 years that MNS has been providing City Engineer services, we have developed methodical, effective procedures for delivering our services in a cost-effective and professional manner. These services can be as comprehensive as the City desires, and can fulfill many or all of a City engineering division's responsibilities, or only select functions depending on the City's desire and staff needs.

The key to organizational success is well thought-out processes and well documented, quality communications.

## Implementation Plan

Our process for overall organization will be adapted and customized to the City's needs and includes the following major components:

- **Initial Organizational Approach.** There will be a short learning curve for our support staff as well as an adaptation curve for City staff. We will work hard to minimize this adjustment period. In general, we propose to meet and get to know key staff members quickly, and become participants in the regular routines and workings of the City.
- **Professional and Constant Communication.** As communication is the key, our proposed Project Manager will generally function as a single point-of-contact as needed and desired by the City. All MNS support staff will be available to any City employee, but will communicate with the Project Manager to keep current. The Project Manager and all MNS support staff will strive to meet the expectation for timely, accurate, and professional communications.
- **Land Development Engineering Functions.** In regard to our Land Development and California Subdivision Map Act Functions, we have developed process flow charts, checklists for site development plan review, checklists for survey mapping review, checklists for permitting, and checklists for just about everything we do. If the City has similar tools, we will adapt or incorporate them into our own as desired. Our firm has authored a number of Land Development and Engineering Design and Construction Guidelines, as well as standard Details for Public Works Construction. We can assist the City in enhancing their engineering and public works function and organization in many ways, as desired. As development is currently minimal, we will assist the City in focusing only on the level of effort needed.
  - In regard to Public Works permitting, we will work with the Public Works Director to determine the level of desired involvement. We are able to fully run that function – from accepting, logging and processing applications to determining appropriate fees, insurance and bonding

requirements (if applicable), inspection, and permit close-out. We have recommended processes for this function or can adapt to your existing processes.

- The citizen's health, safety, and welfare will always be considered with each project, with elements within the public right-of-way being held to professional standards for safety, access, and maintenance.
  - Land development review function and plan check services will meet or exceed the timing expectations of the RFP. Any unusual or exceptional circumstances will be well communicated.
- **Survey Support.** The MNS survey staff is competent and capable to perform any survey function that may arise. We can provide surveys as needed for capital improvement project designs, as well as perform land development and subdivision Map Act Plan Checks. We are particularly accomplished at understanding and resolving challenging issues that sometimes arise in the map check process. We will identify any issues that need further communication and understanding by the decision-makers. We are adept at right-of-way work and preparation of easements as necessary to support capital improvement projects or as needed in the review of land development projects.
  - **City Engineer Communications.** An effective Project Manager must be a strong communicator. All project stakeholders must feel valued and respected. Our proposed Project Manager will work to develop a relationship of trust with staff and Council by:
    - Establishing a regular and reliable responsiveness to requests and needs and putting all time present to good use.
    - Closely communicating project progress and issues with the Public Works Director, clients, and project stakeholders.
    - Preparing quality Council Reports and presenting them to the City Council with concise clarity.
    - Anticipating concerns and issues, mitigating them in advance. This includes pre-emptive and extra communications made to avoid misunderstandings.
    - Timely correspondence and responses to citizens and staff.
    - Professionally represent the City at regional Association of Government meetings or other regional meetings. We understand this requires advance preparation and close coordination with staff and/or City Council.
    - Preparing and attending staff meetings, Development Review Committee meetings, Council meetings, Planning Commission meetings, project meetings, etc., as required.



• **Department and Program Management**

- MNS will review all matters pertaining to engineering to ensure undertakings proposed and implemented by the City and others are done in a manner to protect the City's interests, while keeping with City goals specifications and practices as well as with local, state, and federal laws.
- MNS will assist in planning, coordinating, supervising, and evaluating programs, plans, services, equipment and infrastructure.
- MNS will develop and recommend policies and procedures for effective operation of the City consistent with City policies and relevant laws, rules and regulations, and ensures Council actions are implemented.
- MNS will evaluate the City's needs and formulate short and long range plans to meet needs in all areas of Public Works improvements, including streets, water, sewer, storm drainage, street lights, parks, and building facilities. This also includes management of all the City's Benefit and Maintenance Assessments Districts.

• **Other Services.** At a moment's notice, MNS can provide services the City may need including, but not limited to:

- Building inspection services.
- Encroachment permit support services including issuing of permits, establishing fees, inspection, and acceptance.
- GIS support services.
- Transportation planning, pavement management, pedestrian and traffic master planning, and all other transportation related services.
- Water and wastewater system management planning.
- Drainage analysis and drainage master planning.
- Federal and State Funding Capital Projects support.
- Environmental compliance support.

• **Public Works Inspection.** MNS approaches inspection with the understanding that we act as an extension of the City and represent the community to ensure the contractor provides a product that meets the plans, specifications, and quality level set forth by the City.

The MNS Project Manager is accessible at all times to better respond to any emergency needs as well as regular project staffing needs the City may require. Employing an experienced and trained staff familiar with a wide array of public works projects allows added flexibility in meeting the City's inspection needs.

MNS Construction Inspectors will notify the City's Project Manager if something is inconsistent, keeping the Project Manager informed about the daily progress and safety of the project, and documenting conversations with the contractor. They will review all contract drawings and the existing conditions to help anticipate any construction conflicts or issues that may delay or impact the work.

Traffic Control is a critical element to any project. Our Construction Inspectors are knowledgeable and familiar with traffic control requirements for public works projects; we monitor the contractor's traffic control on a daily basis to ensure it is in accordance with the approved traffic control plan. It is also important that the Construction Inspector is able to work with the public and communicate to the businesses and residents affected by a project.

## Section C. Experience Providing Similar Services



### Project Experience

#### On-Call City Engineering Services City of Buellton | 1992-present



When the City of Buellton became incorporated in 1992, it turned to MNS for staffing support in all engineering functions. As a new and growing city, Buellton was thus able to utilize top-level engineers. As Buellton grew and its support needs changed, we were able to draw from our highly qualified staff with various extensive expertise and resources in the areas engineering, surveying and construction management, always finding precisely the right skillset and personality fit for the job.

Since 1992, we have provided staff to fulfill a variety of needs, including development review, permit engineering, permit inspection, surveying, capital project management, and funding coordination—vital roles within a growing City. Because MNS was able to fill these roles on a contract basis, the City was able to efficiently provide the community with professional engineering resources as needed without the cost and limitations of permanent City staff.

The depth of MNS staff's expertise has helped to deliver a breadth of key projects during this time, including annual road maintenance and transportation improvement projects; streetscape and median improvements; park design and construction; and building plan check/inspection and code enforcement.

#### On-Call City Engineering Services City of Carpinteria | 1980-present



MNS has provided numerous staff members to address the various needs of the City from water, wastewater, surveying, civil/traffic engineers and construction inspection/management

personnel. MNS has provided services to the City since 1980. Services include:

- Traffic count data collection, pavement striping/signing, construction traffic control designs have been provided to the City.
- Additional full service plan check, drainage report review, SWPPP review, encroachment permit, and land development review (impact evaluation, report evaluation, conditions of approval, and so forth) are also provided to supplement the City's resources.
- Field inspection of permitted public works and private land development projects are also provided to the City.
- As City Surveyor for over three decades, MNS provides services such as review and signing of all parcel maps, tract maps, lot line adjustments, certificates of compliance, and mergers. Additionally, we have provided various standardized procedures and document formats and support them with acquisitions, relinquishments, and roadway vacations.

#### Staff Augmentation City of Santa Clarita | 2004-present



Since 2004, MNS has provided the City of Santa Clarita with a wide variety of specialized contract staff members. During peak but temporary workload periods, the City asked us to provide highly-skilled staff for a variety of temporary positions. Using our staff augmentation services gave the City the flexibility to utilize top-quality technical staff with extensive experience for shorter-term projects, and saved the time usually required for recruiting permanent staff with comparable skills.

MNS staff allowed the City to complete numerous key projects in both the private and public sectors.

**On-Call City Engineering Services**  
City of Greenfield | 2014-present



Since 2014, we have provided staff to fulfill a variety of needs, including development review, permit engineering, permit inspection, surveying, capital project management, and funding coordination—vital roles within a growing City. Because MNS was able to fill these roles on a contract basis, the City was able to efficiently provide the community with professional engineering resources as needed without the cost and limitations of permanent City staff.

The depth of MNS staff's expertise has helped to deliver a breadth of key projects during this time, including annual road maintenance and transportation improvement projects; streetscape and median improvements; park design and construction; and building plan check/inspection and code enforcement. MNS staff has also completed several specialized projects that include extensive public education and outreach, including a comprehensive stormwater management plan and the bicycle and pedestrian master plan.

**Egleberry Street Water Main Replacement and Resurfacing**  
City of Gilroy | 2014-2015



The water main project installed approximately 1,300 linear feet of a new 8-inch DIP water line in two separate sections; the first began at a hot tap tie-in at Sixth Street with a tie-in to an existing 8-inch waterline at Seventh Street and the second involved installing new piping at a connection to the existing 8-inch waterline at Eighth Street with a tie-in to the existing line at Ninth Street. Additional construction elements included installing new fire hydrants and water service laterals along Egleberry Street between First and Ninth Streets. MNS provided construction management and inspection, including project supervision, roadway inspection, schedule control, construction records, safety, labor compliance/EEO management, change orders, quality assurance, and traffic safety. MNS also provided construction management and inspection for the Egleberry Street Resurfacing project, which involved 3,600 tons of removing and replacing hot mix asphalt; 10,400 square yards of concrete profiling grind; various quantities of minor concrete work; 24 curb access ramp upgrades; thermoplastic striping; thermoplastic marking; and utility adjustments.

**Norton Street Improvements**  
City of San Mateo | 2015-present



MNS is providing construction services for the Norton Street Improvements project. This \$1.5M project involves road and street repairs in several residential neighborhoods in San Mateo. The project includes wedge and conform grinding of AC and PCC; cold planing of AC and PCC; pavement fabric; asphalt concrete (leveling and overlay); curb, gutter, and sidewalk replacement; construction of ADA access ramps with truncated domes; adjustments to manhole and valves frames and covers to grade; storm drain pipe and inlets; and signing, striping, and markings. Additional tasks include traffic control, potholing, utility coordination, and SWPPP. The project requires close coordination with the City, contractor, and the public to maintain access to the residents during construction.

## Section D. Resumes

### Paul Greenway, PE

Principal Project Manager

#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Transportation projects
- Sewer and water projects
- Land development
- Project management
- Construction management and administration

#### Years of Experience

- 25

#### Licensing

- Professional Civil Engineer, CA No. 52314
- Real Estate Broker, CA No. 01384794

#### Education

- BS, Civil Engineering, University of Michigan, MI
- BA, Economics, University of Michigan, MI

#### Affiliations

- American Public Works Association
- South Central Coast County Engineers (former Director)

Mr. Greenway has over 25 years of civil engineering experience in public infrastructure projects including roads, bridges, buildings, storm drains, water systems, and land development entitlement processing. Prior to MNS, Paul served as Assistant Director and Road Commissioner for the County of Monterey Department of Public Works. His responsibilities in executive management included managing teams of staff and consultants to prepare engineering reports, cost estimates, plans, specifications, and construction administration and management. During his tenure with the County of Monterey, Paul worked on capital projects with a combined value of \$300M and land development projects valued over \$1B.

Paul acted as the Public Works Manager responsible for ensuring the following land development projects were implemented and consistent with general plans, specific plans, municipal codes, California Environmental Quality Act (CEQA) engineering standards, and the appropriate conditions and mitigation measures. His experience includes:

**East Garrison Planned Community and Specific Plan, County of Monterey, CA. Project Manager.** This \$700M project located on the former Fort Ord military base included implementing a Specific Plan designing a community of up to 1,470 residential units; a town center with 75,000 square feet of commercial space; 100,000 square feet of artist and community space; 11,000 square feet of civic space; 37.1 acres of open space with a trail system; 12.7 acres of public parkland; and installing infrastructure. This project included a Combined Development Permit which consisted of a Vesting Tentative Map, Use Permit for development on slopes over 30 percent, and Use Permit for tree removal; allocation of 470 acre-feet per year of water; negotiation of a Development Agreement between the County of Monterey and East Garrison Partners I, LLC (EGP); and negotiation of a Disposition and Development Agreement between the Redevelopment Agency and EGP.

The project also included forming a Community Facilities District to fund infrastructure, a Community Services District to fund maintenance, and a Homeowners Association.

**Rancho San Juan Planned Community and Specific Plan, County of Monterey, CA. Project Manager.** The Rancho San Juan Specific Plan was one of the largest land development projects in the history of the unincorporated County of Monterey. The Specific Plan developed a planned community with up to 4,000 residential units ranging from single-family detached to multi-family homes; over 500,000 square feet of commercial/retail; a major employment center including approximately 2.7 million square feet of light industrial and business park uses; and over 240,000 square feet of office development. Planned community amenities included a golf course, over 80 acres of public parks, and over 600 acres of open space. Efforts included processing the Environmental Impact Report, Specific Plan, Combined Development Permit, Vesting Tentative Map, and Development Agreement.

**San Jerardo Water System Improvements, County of Monterey, CA. Program Manager.** This \$5M project installed a new water supply well and pumping station; constructed a new water transmission pipeline to connect the new well to the 285,000 gallon water storage tank; and installed an intertie with the nearby Foothill Estates potable water supply wells for emergency and secondary service to both systems. Primary funding came from several grants:

- Over \$2.5M from the American Recovery and Reinvestment Act
- \$1M from Safe Drinking Water State Revolving Fund
- \$1M from Community Development Block Grant

**Chualar Water Well and Pumping Station, County of Monterey, CA. Construction Manager.** This project installed a new water well and a water system for the community of Chualar.

**Porter Drive/Main Street Bridge Replacement, County of Monterey, CA. Project Manager.** This \$10M project reconstructed the Porter Drive/Main Street bridge in the community of Pajaro as well as the Pajaro/Sunny Mesa Community Services District water lines in San Juan Road, Porter Drive, and the bridge structure.

## Curtis Nay, PE

Project Manager

### Firm

- MNS Engineers, Inc.

### Areas of Expertise

- Plan checks
- Public works projects
- Budgets
- Project management

### Years of Experience

- 23

### Licensing

- Professional Civil Engineer, CA No. 54432

### Education

- BS, Mathematics Education, University of South Florida, FL

Mr. Nay is a civil engineering professional with over 23 years of experience working with the City of Santa Clarita as Assistant City Engineer, Development Services, and as Assistant City Engineer, Capital Projects. Curtis is experienced with developing annual and mid-year budgets for capital improvements up to \$350M for streets, bridges, storm drains, buildings, and sewers. Prior to MNS, Curtis managed a staff of 22, including project managers, public works inspectors, and support staff. His experience includes:

**Capital Projects, City of Santa Clarita, CA. Assistant City Engineer.** Responsible for developing annual and mid-year budgets for capital improvement projects up to \$350M for streets, bridges, storm drains, buildings, and sewers; attending community meetings for conflict resolution and public outreach; managing a staff of 22, including project managers, public works inspectors, and support staff; oversaw all related design, bidding and construction for all projects; developing and monitoring project budgets as well as the entire City capital project budget; successfully oversaw coordination with Caltrans Local Assistance, Project Development and Construction Divisions; and presenting all capital project items at City Council meetings. Highlights included:

- Directing the construction of key gaps to complete a major cross-valley connector from Interstate 5 linked to State Route 14.
- Successfully oversaw the renovation of Downtown Newhall including construction of the Newhall Public Library streetscape improvements and roundabout totaling \$38M.

**Development Services, City of Santa Clarita, CA. Assistant City Engineer.** Responsible for overseeing all plan check and inspecting maps and improvement plans; supervising/training ten staff members, including Plan Check and Condition Writing Engineers, inspectors, and support staff; representing the Public Works Department for engineering issues at Planning Commission meetings; and developing/approving fully mitigating bridge and thoroughfare Districts, infrastructure funding mechanisms for transportation projects.

**City of Santa Clarita, CA. Engineering Aide/Assistant Engineer/Associate Engineer.** Responsible for plan checking for all improvement plans and final maps; and managing Public Works projects for pavement maintenance, bridge construction, road widening, and the construction of a gymnasium.



**Dale Lipp, PE**  
Plan Check Engineer

**Firm**

- MNS Engineers, Inc.

**Areas of Expertise**

- Plan check and review
- Public works projects
- Land development

**Years of Experience**

- 46

**Licensing**

- Professional Civil Engineer, CA No. 36789

**Education**

- BS, Engineering Design, Brigham Young University, UT

**Affiliations**

- American Public Works Association
- American Society of Civil Engineers
- National Society of Professional Engineers

Mr. Lipp is a seasoned civil engineer with experience in planning, designing and managing a wide variety of projects. During his career Dale has performed work for many area agencies including the Cities of Carpinteria, Buellton, Solvang, Ventura, Calabasas, and Seaside; Santa Barbara County and UC Santa Barbara. Plan review has been a major part of this work, including both subdivision plan check and review and comment on plans for public works projects. This experience has provided Dale with the opportunity to develop a solid understanding of the issues of real concern in the condition of approval and plan review process. His experience includes:

**Seaside Highlands Tract, City of Seaside, CA, Plan Check Engineer.** Dale was the Plan Check Engineer for the City of Seaside Public Works Department for the 380 lot Seaside Highlands tract. This included plan checking of the grading, storm drain, street, structural improvement plans with respect to conformance of the 72 conditions of approval, the EIR, and the vesting tentative map. Dale was responsible for coordinating and addressing all concerns related to plan and map checking with the public works and community development department, Marina Coast Water District, City contract environmental support staff, the developer and his project engineer. He also managed the map checking and was responsible for preparation of construction permits and on-going supplemental inspection support during the construction phase.

**Cities of Buellton, Solvang, and Carpinteria, CA, Senior Project Manager/Deputy City Engineer.** Responsible for coordinating project designs, disaster recovery response work and plan checking for several agencies from small subdivisions (50 lots) to large subdivisions (175 lots). His services include coordination and management of land development projects by performing plan and map checking, issuance of grading, excavation and street construction permits, assisting with the preparation of conditions of approval for tentative maps, and inspection of infrastructure improvements within the public right-of-way and erosion control. Dale has recently performed plan and map checking for various size tracts in the City of Buellton. This included preparation of grading, street construction, and excavation permits with respect to implementing of BMPs for erosion control per NPDES requirements, and directing acquisition of permits from the various environmental, federal, state, and county jurisdictions.

**City of Calabasas, CA, City Engineer.**

Responsible for supervising two public works inspectors, one assistant civil engineer, four private contract civil engineers and four private contractors. As a member of the City's Development Review Committee, Dale coordinated and prepared conditions of approval for tentative tract and parcel maps. This included implementing of public works infrastructure and environmental conditions required by EIRs and negative declaration reports. Dale also managed and coordinated plan and map checking, and public works inspection of large subdivisions (200-500 lots) including phasing within each subdivision. He also prepared and presented agenda reports to the City Council and advised the City Manager and City Council on technical issues regarding engineering and public works matters.

**Winter Storm Recovery, Goleta Water District, CA, Project Manager.**

The District's facilities sustained widespread damage including District access roads, water line, and culvert/bridge crossings of major creeks, drainage structures, and distribution mains, which included a 42-inch transmission line. Dale was immediately involved in preparing and coordinating the District's Exhibit "B", conducting DSR team visits with FEMA and OES, and managing all phases of construction including interfacing of environmental emergency and permanent repair permits and inspections with the US Army Corps of Engineers, Regional Water Quality Control Board, State Fish & Wildlife, Fish & Wildlife, Santa Barbara County Planning & Development Department, CEQA, NPDES and NEPA.

**City of San Buenaventura, CA, Project Manager.**

In this capacity, Dale designed and prepared plans, specifications, and cost estimates for sanitary sewer systems, storm drains, streets, reclaimed water lines and other public works projects. His duties also included plan checking of improvement plans and parcel/tract maps prepared by private engineers and developers to ensure compliance with City standards, local ordinances, approved conditions and the State Map Act. Dale also coordinated and managed two Clean Water Grants through planning and design, totaling \$12.7M worth of construction.

**Craig Snell, QSD/QSP, CPESC**

Plan Check Engineer/Stormwater, Public Works Inspector

**Firm**

- MNS Engineers, Inc.

**Areas of Expertise**

- Construction management and inspection
- Roadway and Bridge Projects
- Grading and civil plan review
- Water and wastewater systems
- Public agency/utility coordination

**Years of Experience**

- 29

**Certifications**

- Qualified SWPPP Developer/Practitioner, CA No. 23794
- Certified Professional in Erosion and Sediment Control, CA No. 7008

**Education**

- BA, Geography, University of California, Los Angeles
- Local Assistant Resident Engineer Academy

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

**Various Projects, City of Buellton, CA. *Public Works Construction Inspector/Plan Check Engineer.*** Responsible for providing inspection of public works construction projects and private development projects to ensure compliance to applicable standards. Several housing tracts and a condominium project required expertise in roadway construction, utility construction and installation, rough and finish grading, drainage, electrical, stormwater control, and plan review. Tasks included inspection of roadway construction and reconstruction, AC paving, placement of curb, gutter and sidewalk; installation of sewer lines, storm drain improvements, and waterlines; plan review of commercial, industrial, and residential developments.

**Various Projects, County of San Luis Obispo, CA. *Plan Check Engineer/Construction Inspection Oversight.*** Responsible for performing plan check services and construction oversight inspections for the Woodlands Project, a 957-acre, mixed-use development in Nipomo. The project is planned for over 1,000 residential units; nearly 100 acres of commercial development; three golf courses; a wastewater treatment facility; a water storage facility; and over 500 acres of open/recreation space. Tasks included plan review for the first two phases (of four) of rough grading, drainage, and erosion control plans; plan review for the first six phases (of ten) of Public Improvement Plans; review of Most Probable Construction Cost Estimates; periodic construction oversight inspections; punch list inspections; and finish grading and drainage inspections at residential lots prior to Occupancy Clearance. Craig has maintained a positive working relationship with County Representatives and provided an open line of communication with the Project Engineer of Record thus minimizing delays and/or misunderstandings during the Plan Review

process. The project is currently in its seventh year of an estimated 12-15 year build out

**Hyland Drive/El Rancho Way Street Improvements, County of Monterey, CA. *Assistant Resident Engineer.*** Responsible for completing Contract Change Order documentation; recording construction modifications for Record Drawings; performing construction inspections on storm drain, concrete, and fence installations. This project required good communication with local residents, and a positive, proactive working relationship with the County of Monterey staff.

**Citywide Roadway and Concrete Repair Program, City of Buellton, CA. *Senior Construction Inspector.*** This project repaired sidewalks, driveway, curb and gutter, handicap ramps, cross gutters, and spandrels throughout the City. Responsible for quantity tracking, payment processing and document control, as well as inspection of concrete placement and monitoring traffic control during installation of concrete improvements and striping activities. The project goal was to fix drainage problems and tripping hazards that had developed over time. Repair locations required sawcutting, removal, and replacement in a timely manner to minimize negative impacts on pedestrian, residential, and vehicular use. Some locations of repair were within Caltrans right-of-way. The project also involved a slurry application to a portion of the City roads and the replacement striping of all City-owned traffic striping and markings within the City limits.

**State Route 25 Safety and Operational Improvements, San Benito Association of Governments, CA. *Construction Inspector.*** Responsible for providing construction inspection for surface grading and drainage improvements for this \$12M project. Work consisted of widening 4.9 miles of State Route 25 and modifying existing access roads. Project features included multiple staging and traffic control, roadway excavation, extensive earthwork and grading, drainage, AC paving, lighting/electrical, striping, landscaping and irrigation. This project was constructed within the Caltrans right-of-way under Caltrans oversight. It required close coordination with Caltrans and was administered in accordance with Caltrans Local Assistance Methods and Procedures.



## Heather O'Connell, PE, QSD/QSP

Plan Check Engineer/Hydrology

### Firm

- MNS Engineers, Inc.

### Areas of Expertise

- Water supply quantity and quality analysis
- Hydraulic and hydrologic modeling
- Infrastructure improvement, rehabilitation, and design criteria for water, sewer, and stormwater facilities
- Grading and drainage design improvements
- Feasibility option review and cost valuations for improvements and design options
- Design team project management

### Years of Experience

- 17

### Licensing

- Professional Civil Engineer, CA No. 73119

### Certification

- Qualified SWPPP Developer/  
Practitioner, CA No. 00663

### Education

- BS, Civil Engineering,  
University of Texas at El Paso, TX

### Professional Development

- EPA's Rules on Compensatory Mitigation for Impact on Wetlands and Other Waters, LORMAN, 2011
- USACOE Section 404 Permit Training, LORMAN, 2008
- California Environmental Quality Act (CEQA) Training, 2008
- HEC/RAS 3.1 Training Seminars, ASCE

Ms. O'Connell has over 17 years of experience in the engineering design, permitting, and environmental compliance fields. Heather has management team experience with progressive working knowledge of current regulatory design criteria and statutory regulations for sites ranging from private landowners, large scale mining, commercial, industrial, and public works projects. Heather has particular focus in design option evaluation for specific site design. Her experience includes:

**Stonebrae Country Club (previously known as Blue Rock, Golf Course and Planned Community), Hayward, CA. Project Manager, Assistant to Principal/Design Engineer.** Responsible for WaterCAD modeling for 650 high-end SFR community with country club, fitness center with pool, banquet hall, and full service 18-hole, 87-acre golf course. Work included water supply demand calculations for dual 20-inch pipelines, two 3-million gallon reservoirs, pressure reducing stations, and transmission and distribution line design. The assessment included evaluating and designing alternatives such as consumptive use calculation, fire flow, domestic water usage, and golf course irrigation pond design.

**Hitch Ranch, Moorpark, CA. Design Engineer.** Responsible for the preparation of varied pressure zone water system hydraulic model for transmission and distribution pipelines throughout a 500+ unit development. Prepared model and supporting report documentation including preliminary design plans for main pipeline and pressure reducing stations.

**Private Client/Ranch Owner. Project Manager/Lead Civil Design and Project Monitor.** Under direction of California Environmental Protection Agency, Heather served as Lead Engineer for permitting and design for grading, drainage, and floodplain restoration for a private owner along local Arroyo. Grading to rebuild and replace channel bank included bank rip rap and slope revegetation and stabilization. Responsible for directly consulting with EPA Engineering and legal counsel for preparing grading and drainage plans to obtain grading permit, floodplain development permit, and watershed protection watercourse permit for various Ventura County divisions. Responsible for overseeing biological consultants and technical studies including HEC-RAS and scour analyses and obtaining California Department Fish & Wildlife 1600 Streambed Alteration Agreement and 401 and 404 Clean Water Act certification.

**Ventura County Department of Airports, Camarillo Airport, CA. Project Manager/Design Engineer.** This project involved water supply system modeling and design for airport water system infrastructure improvements, which included water/fire protection improvements for three main hangars at the Camarillo Airport. Design elements included removing defunct deluge fire protection system and replacing with a new improved system, pumps, and associated appurtenances; complete hydraulic modeling of the entire airport water/fire protection supply system, including an elevated tank, grade level tanks, and related pump systems. Responsible for preparing plans, specifications, and special provisions for pipeline replacement, new installation, fire pump and low-expansion foam system, and building modifications for fire pump rooms.

**Water System Hydraulic Model, City of Buellton, CA. Supervising Engineer.** Oversight of preparation of the hydraulic water model, master plan supplement with Capital Improvement Project (CIP) list for the City of Buellton. Model includes fire flow, peak demand under simulation of existing conditions to formulate CIP list. Includes model calibration using fire hydrant flow testing under static and residual flow conditions.

**Mission Canyon, County of Santa Barbara, CA. Supervising Engineer.** The services area within the County of Santa Barbara known as the Mission Canyon Community Area CSA 12, Wastewater Collection System required sewer system hydraulic modeling. Responsible for the system model including preparation of scenarios to simulate existing, future average and peak flow conditions including wet-weather peak demand diurnal patterns analysis for inflow and infiltration.

**South Wooley Road, City of Oxnard, CA. Design Engineer.** This project designed sewer infrastructure improvements for a new lateral and mainline replacement into trunkline to incorporate capacity from a large commercial development. Responsible for coordinating with City wastewater monitoring locations, incorporating design criteria based on monitoring data, and completing the study based on results. Heather completed subsequent construction plans of sewer improvements near the railroad and within the area of numerous existing utility lines and stormwater drains. Responsible for preparing sewer bypass plan for interim flow re-routing during construction and field modifications due to failing manhole junctions due to aging utilities.

## Mark Reinhardt, PLS

Principal Land Surveyor

### Firm

- MNS Engineers, Inc.

### Areas of Expertise

- Land surveying project management
- Municipal survey services
- Right-of-way services and documents
- Caltrans standards

### Years of Experience

- 38

### Licensing

- Professional Land Surveyor, CA No. 6392

### Education

- BA, Geology, University of Montana, Missoula, MT
- AS, Land Surveying, Flathead Valley Community College, Kallispell, MT

### Affiliations

- American Congress on Surveying and Mapping
- American Council of Engineering Companies
- California Land Surveyors Association
- International Right of Way Association
- Rotary International

Mr. Reinhardt has significant career experience in land surveying and oversees all of the firm's surveying activities. Along with managing a full range of survey services, Mark is the contract City Surveyor for the Cities of Malibu, Carpinteria, Buellton, and Greenfield. His responsibilities include reviewing all parcel maps, tract maps, lot line adjustments, and other land development projects. He is also knowledgeable and experienced in preparing resolutions and back up data for roadway vacations and other special projects related to City real estate projects.

Mark has extensive expertise in right-of-way engineering and has prepared design surveys, right-of-way maps, appraisal maps, deeds, and legal descriptions for several State Highway projects using Caltrans standards. Mark has provided right-of-way engineering services and documents for several roadway projects within the Counties of San Benito, Monterey, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, San Joaquin, and Kern. He is very effective in coordinating the needs of various agencies on a project. His experience includes:

**City Surveyor Services, City of Buellton, CA.** *City Surveyor.* Mark has served as City Surveyor since their cityhood in 1992. On an as-needed basis, responsibilities include performing and conducting all the typical duties of City Surveyor, including reviewing and/or preparing all legal descriptions, reviewing applications for lot line adjustments, voluntary mergers, annexations, certificates of compliance, etc.; producing base maps and right-of-way maps; and construction surveying for most of the City's capital improvement projects. Mark has reviewed and approved dozens of Tract and Parcel Maps on behalf of the City.

In the first four years of incorporation, Mark compiled a very accurate, electronic parcel base map for the City, which is in use today and has been a premier planning tool to aid in city planning and engineering. This parcel data was also incorporated into the County of Santa Barbara's GIS base map and is the parcel basis for Buellton's GIS.

**City Surveyor Services, City of Carpinteria, CA.** *City Surveyor.* Mark has served as City Surveyor since 1990. On an as-needed basis, responsibilities include performing and conducting all the typical duties of City Surveyor, including reviewing and/or preparing all legal descriptions, reviewing applications for lot line adjustments, voluntary mergers, annexations, certificates of compliance, etc.; producing base

maps and right-of-way maps; and construction surveying for most of the City's capital improvement projects. Mark has reviewed and approved dozens of Tract and Parcel Maps on behalf of the City. He is also responsible for establishing a benchmark system for the City to ensure future construction projects were all designed on a common datum.

**Contract Development Review, Various Agencies, CA.** *Principal Surveyor.* Mark has provided contract review services for parcel maps, tract maps, voluntary mergers, and other private development applications for various agencies, which include the County of Santa Barbara, Cities of Santa Clarita, Calabasas, Seaside, Santa Barbara, and San Luis Obispo; and Cities of Solvang, Carpinteria, and Buellton as City Surveyor.

**Contract Assistant County Surveyor, County of Santa Barbara, CA.** *Principal Surveyor.* Mark was selected to review parcel maps and tract maps on behalf of the County Surveyor's Office to offset their workload. While under contract and conducting this service, elements of his procedures for map checking were recognized as effective and adopted for use by the County Surveyor.

**Eleventh Street Interchange at I-205, City of Tracy, CA.** *Project Manager.* This project designs a new interchange, which will provide access to and from I-205 and Von Sosten Road lying 2,000 feet to the north and Eleventh Street lying 2,000 feet to the south. Designed under contract with the City, Caltrans District 10 is providing design oversight. MNS is providing right-of-way engineering services, including preparation of a four-sheet appraisal map that identifies the existing rights-of-way, easements, and adjacent parcels. The maps identified 24 parcels for acquisition, a relinquishment parcel from Caltrans, and an excess lands parcel. Currently in the design process for 90% submittal, MNS is preparing final appraisal maps along with the support documents of legal descriptions, plats, resolutions of necessity, and general acquisition support. MNS will provide final right-of-way maps for filing with Caltrans, and the documents to transfer highway rights from the City to Caltrans following construction. Responsibilities include all surveying activities, including reviewing and assisting with preparation of appraisal maps, legal descriptions, retracements, and project control.



**Kathryn Lett, PE**  
Public Works Inspector

**Firm**

- MNS Engineers, Inc.

**Areas of Expertise**

- Construction management and inspection
- Project management
- Transportation projects

**Years of Experience**

- 15

**Licensing**

- Professional Civil Engineer, CA No. 39710

**Education**

- MS, Civil Engineering, California State University of Polytechnic, Pomona, CA
- BS, Civil Engineering, Union College, Schenectady, NY

Ms. Lett has extensive experience in construction and project management for transportation projects. Kathy's transportation responsibilities include inspection and Resident Engineer oversight of road maintenance and repair projects, intersection configuration and signaling, and new roadway construction. During her career with the US Air Force, Kathy worked on missile development and on facilities maintenance and construction of roads, buildings, and runways. Her project experience includes:

**Egleberry Street Resurfacing, City of Gilroy, CA. Construction Inspector.** This project involved approximately 3,600 tons of removing and replacing hot mix asphalt, 10,400 square yards of concrete profile grinding, miscellaneous minor concrete work, construction of 24 ADA access ramp upgrades, curb, gutter, and sidewalk, thermoplastic marking, and utility adjustments. The project was federally-funded and was administered per the Caltrans Local Assistance Procedure Manual (LAPM). MNS provided full construction management and inspection for the project.

**State Route 156 Pavement Rehabilitation, Caltrans, Monterey County, CA. Construction Inspector.** This Caltrans project involved repair and overlay of over five miles of AC pavement in downtown Hollister. Construction elements included failed pavement removal, bringing utilities and manholes to new grades, AC paving overlay, and pavement striping. The project required coordination with the City and local residents. Responsibilities included performing inspection of the traffic control and the construction work, tracking pay item quantities, preparing daily diaries, and verifying material compliance in accordance with the Caltrans Construction Manual.

**State Route 68/State Route 218 Intersection Signalization and Realignment, Caltrans, Monterey, CA. Construction Inspector.** This Caltrans project included widening and regrading of the roadway, new drainage structures, removing asphalt and failed base material, recompacting subgrade and new Class 2 base, new AC and overlay of existing AC pavement, and new traffic signals. Unique to this project was coordinating with the owners of the private development who paid 25% of the project costs as well as the cost of new paved access to their property. In addition to the typical construction inspection duties, Kathy documented and helped negotiate numerous change orders due to field conditions differing from the design. She also ensured careful

coordination of traffic control with local agencies and the CHP and prepared the final as built drawings.

**US 101 Pavement Rehabilitation, Caltrans, Greenfield to King City, CA. Resident Engineer.** This Caltrans project involved AC pavement overlay and repair of 15 miles of US 101 from Greenfield to King City, CA. In addition to traffic control and pavement construction, the project also included new overhead signs, and replaced failing drainage culverts. Responsible for supervising four inspectors and office staff, completing the project within budget and schedule.

**US 101 and State Route 69 Slurry Seal, Caltrans, Monterey County, CA. Construction Inspector.** This Caltrans project sealed AC pavement on US 101 from Chular to Soledad and on the portion of State Route 68 west of Main Street in Salinas CA, for a total of 18 highway miles. Responsible for calculating slurry truck calibration and ensuring the correct mix of aggregate and slurry was applied. In addition to the daily diaries and quantity measurements, Kathy processed progress pay estimates and inspected the traffic control and pavement striping.

**State Route 156 Hollister Bypass, Caltrans, San Benito County, CA. Construction Inspector.** This Caltrans project involved 5.5 miles of new highway construction. Responsibilities included checking grade, verifying borrow/fill quantity calculations, and inspecting subgrade and Class 2 base compaction, drainage structures and slope protection. Kathy prepared daily diaries, tracked pay item quantities, and prepared progress payments.

**Well 5 Arsenic Removal Project, Castroville Community Services District, CA. Construction Inspector.** MNS serves as the Program and Construction Manager for the Well 5 Treatment System for the Castroville Community Services District. Well 5 was established to meet the increasing demand on the water system which produced acceptable water until the State reduced the MCL for arsenic to 10 µg/l. The project includes constructing a new well with associated concrete leveling pad, piping, tank, and electrical. Kathy has provided construction inspection for this design/build project for the District.

**Craig Johnson**  
Public Works Inspector

**Firm**

- MNS Engineers, Inc.

**Areas of Expertise**

- Public works construction
- Project management
- Capital project budget management
- Interagency coordination
- Public/private property owner liaison

**Years of Experience**

- 37

**Education**

- BA, Economics, Humboldt State University, CA

Mr. Johnson has over 37 years of experience in construction management and inspection working for municipalities in the Bay Area. Prior to working at MNS, Craig worked in various roles to provide construction inspection for all types of public works improvements projects. He also has project management and contract administration experience, ensuring projects are completed on schedule and budget. His extensive project experience and knowledge of the area will benefit this on-call contract. His experience includes:

**Public Works Department, City of San Bruno, CA. *Project Manager.*** Responsibilities included rating all city streets per Metropolitan Transportation Commission guidelines, developing a five-year street maintenance program based on projected city budgets, providing constructability review of public works plans and specifications, providing contract administration and construction inspection services, processing submittals for state and regional capital improvement and maintenance funding allocations.

**Public Works Improvements, City of Fremont, CA. *Senior Construction Inspector.*** Responsibilities included inspecting public works improvements, including streets, streetscapes, traffic signals, landscaping and parks, as well as new development improvements for compliance with plans and specifications and other regulatory obligations. Also provided direction, supervision, and contract administration to teams and individual inspectors for the construction phase of public works projects and private development.

**City of Fremont, CA. *Construction/Materials Inspector.*** Responsibilities included providing design and construction surveys for public improvements; operating the Construction Materials laboratory; inspecting public works improvements including streets, streetscapes, traffic signals, landscaping and parks, and new development improvements, for compliance with plans and specifications and other regulatory obligations.

**Alameda County Flood Control District, Hayward, CA. *Engineering Staff Assistant.*** Responsibilities included quantitative analyses of groundwater, rainfall, and run-off for use in hydraulic design of stormwater systems throughout Alameda County; monitoring urban water run-off contaminants to establish and ensure compliance with Regional Water Quality Control Board standards; and budget oversight for developing the New Development and Municipal Maintenance sections of the Alameda Countywide Clean Water Program.

**Redgewick Construction, Hayward, CA. *Superintendent.*** Responsibilities included planning, organizing, and implementing all field operations for a general engineering contractor for constructing public improvements projects with billings greater than \$15M per year. Also responsible for scheduling, directing, and reviewing subcontractors', supervisors', and hourly employees' work.

**BART Extension, City of Fremont, CA. *Construction Liaison.*** Responsibilities included working directly for the City of Fremont Public Works Director; providing plan, specifications, and submittal reviews; coordinating and providing permitting, inspection, and public information coordination; resolving field conflicts and plan discrepancies.



## Ken Shaner

### Public Works Inspector

#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Roadway/highway
- Water/stormwater
- Residential development
- Caltrans

#### Years of Experience

- 34

#### Certifications

- Certified Storm Water Inspector, NSWC
- Construction Safety & Health, OSHA
- Field Technician I, American Concrete Institute
- Inspection Certification, Asphalt Institute
- CPR/First Aid Certification, American Red Cross
- 10-hour Construction Safety, Cal/OSHA

#### Education

- Soils Inspection & Engineering Construction Specifications coursework, California State University, Long Beach, CA

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

**Norton Street Reconstruction, City of San Mateo, CA. Construction Inspector.** MNS is providing construction services for the Norton Street Improvements project. This \$1.5M project involves road and street repairs in several residential neighborhoods in San Mateo. The project includes wedge and conform grinding of AC and PCC; cold planing of AC and PCC; pavement fabric; asphalt concrete (leveling and overlay); curb, gutter, and sidewalk replacement; construction of ADA access ramps with truncated domes; adjustments to manhole and valves frames and covers to grade; storm drain pipe and inlets; and signing, striping, and markings. Additional tasks include traffic control, potholing, utility coordination, and SWPPP. The project requires close coordination with the City, contractor, and the public to maintain access to the residents during construction.

**Egleberry Water Main Replacement and Sixth Street Improvements, City of Gilroy, CA. Construction Inspector.** The Egleberry Street Water Services and Water Line project installed approximately 1,300 linear feet of new 8-inch DIP water line in two separate sections: the first beginning at a hot-tap tie-in at Sixth Street with a tie-in to an existing 8-inch waterline at Seventh Street. A second section of new piping was installed at a connection to the existing 8-inch water line at Eighth Street with a tie-in to the existing line at Ninth Street. In addition, the project scope required the installation of new fire hydrants and water service laterals along Egleberry Street between First and Ninth Streets.

The Sixth Street project involved a multi-dimensional scope as the work included concrete demolition, concrete, irrigation, landscaping, roadwork, fiber optic repair, and LED light installation and repair. This work was generally along the Sixth Street corridor between Monterey Streets and Egleberry Streets. Both the Sixth Street and Egleberry Street projects were interrelated as a portion of the water line work and required a hot-tap tie-in to existing potable water piping within the intersection of

Sixth Street and Egleberry. Sixth Street included concrete curb work, etc. in this same area.

**Egleberry Street Resurfacing, City of Gilroy, CA. Construction Inspector.** This project involved approximately 3,600 tons of removing and replacing a hot mix asphalt; 10,400 square yards of concrete profiling grind; various quantities of minor concrete work; 24 curb access ramp upgrades; thermoplastic marking; and utility adjustments. Since this project was federally-funded, the City required a firm with thorough knowledge of the contract administration and filing requirements of federally-funded projects including those administered under the Caltrans Local Assistance Procedure Manual (LAPM). MNS provided construction management services.

**Prunedale Improvement Project, Caltrans District 5, CA. Assistant Resident Engineer.** The \$75M Prunedale Improvement Project spans four areas along an eight mile stretch of Highway 101 in the County of Monterey, north of Salinas, California. This project involves the realignment of over 10 miles of state highway in multiple stages as well as improvements and reconstruction of the adjacent frontage roads; eight new structures, one existing structure widening, six concrete and/or soldier pile retaining walls and sound walls, and five reinforced box culverts. Additional elements include over 1 million cubic yards of earthwork, miles of HMA and PCC paving, numerous drainage systems, traffic control, and traffic signals. Responsible for providing field construction management and inspection for the highway and roadway related work for the project.

**Well 5 Arsenic Removal Project, Castroville Community Services District, CA. Construction Inspector.** MNS serves as the Program Manager for the Well 5 Treatment System for the Castroville Community Services District. Well 5 was established to meet the increasing demand on the water system which produced acceptable water until the State reduced the MCL for arsenic to 10 µg/l. MNS is providing alternative analysis for treatment options, providing the operating standards for the treatment system, coordinating with the Integrated Regional Water Manager Grant Administrator for Proposition 84 funding, establishing the contract basis and procurement of the design-build services, negotiating the guaranteed maximum price for the project, and acting as the owner's representative during construction.

## Tommy Munro, EIT

Public Works Inspector

### Firm

- MNS Engineers, Inc.

### Areas of Expertise

- Construction inspection
- Transportation projects
- Structures expertise
- Construction administration

### Years of Experience

- 4

### Licensing

- Engineer-in-Training, CA No. 140006

### Education

- BS, Environmental Resources Engineering, Humboldt State University, CA

Mr. Munro is experienced in providing construction inspection for transportation projects for public agencies. Tommy's experience includes bridge maintenance/rehabilitation, bridge replacement, bridge widening, steel bridge painting/lead abatement, and soldier pile retaining wall construction. Prior to MNS, Tommy was a Bridge Construction Inspector for the Caltrans Office of Structure Construction. He is knowledgeable with Caltrans methods and procedures. His experience includes:

**Last Chance Grade Slide and Soldier Pile Retaining Wall, Caltrans District 1, CA. Assistant Structures Representative.** This emergency grade slide and soldier pile retaining wall was located in Del Norte on US 101 near Crescent City. Responsible for inspecting during excavation of bench, excavation of equipment access way, and during drilling (80-foot depth by 36-inch diameter); inspecting welded/spliced pile beams, pile placement and structural concrete placement, maintaining record of drill progress and condition of spoils; surveying pile elevations; assisting with scheduling; assisting with pay estimates; producing Assistant Structures Representative daily reports; and tracking job progress, materials, and equipment/work hours.

**Cappel Slide and Soldier Pile Retaining Wall, Caltrans District 1, CA. Assistant Structures Representative.** This emergency slide and soldier pile retaining wall was located in Humboldt on State Route 169. Responsible for inspecting during excavation of bench, excavation of equipment access way, and during drilling (40-foot depth by 36-inch diameter), tie-back drilling and placement, wood lagging, and structure backfill placement; maintaining record of drill progress and condition of spoils during day and night shifts; producing Assistant Structures Representative daily reports; and tracking job progress, materials, and equipment/work hours.

**Bridge Maintenance on US 101, State Routes 199 and 13, Caltrans District 1, CA. Assistant Structures Representative.** This bridge maintenance project was located in Humboldt and Del Norte on US 101 and State Routes 199 and 13. Responsible for inspecting during bridge backwall replacement, barrier replacement, polyester concrete overlay, mechanical joint assembly replacement, joint seal replacement (type A and B), concrete spall repair, bridge deck cleaning (shot-blast); performing expansion joint calculations; producing Assistant Structures Representative daily reports; tracking job

progress, materials, and equipment/work hours; and preparing pay estimates.

**Mad River Bridge Replacement, Caltrans District 1, CA. Assistant Structures Representative.** This bridge replacement project was located in Humboldt on US 101. Responsible for inspecting during falsework assembly, construction of check dam adjacent to salmon and steelhead habitat, demolition of existing deck and steel truss, removal of concrete footing, grading; tracking equipment/work hours; and producing Assistant Structures Representative daily reports.

**Bridge Widening at Big French Creek, Caltrans District 2, CA. Assistant Structures Representative.** This bridge widening project was located in Trinity on State Route 299. Responsible for assisting with review of submittals for falsework, bridge removal plan, concrete mix design, splice pre-qualification report, colored concrete work plan; inspecting during falsework assembly, bridge removal (portion), drill and bond dowels, rebar placement and splicing, concrete forms and bridge camber, placement of structural concrete; producing Assistant Structures Representative daily reports; tracking job progress, material quantities, equipment/work hours; preparing pay estimates; and performing force account analysis for change order work.

**Albion River and Salmon Creek Bridge Painting, Caltrans District 1, CA. Assistant Structures Representative.** This bridge painting project was located in Mendocino on Highway 1 South. Responsible for inspecting pipe scaffolding and suspended scaffolding assembly; performing visual inspection for pressure washing, abrasive blasting and painting; performing profile testing on blasted steel; performing dry film thickness testing on paint coats; producing Assistant Structures Representative daily reports and other paint job records; and tracking job progress, materials, and equipment/work hours.

## Section E. References



**Rose Hess, PE | Director of Public Works, City of Buellton**

107 West Highway 246  
Buellton, CA 93427

roseh@cityofbuellton.com | 805.688.5177

**Robert Newman, PE, PLS | Director of Public Works, City of Santa Clarita**

23920 Valencia Boulevard, Suite 300  
Santa Clarita, CA 91355

rnewman@santa-clarita.com | 661.385.3281

**Rob Duboux, PE | Assistant Public Works Director, City of Malibu**

23825 Stuart Ranch Road  
Malibu, CA 90265

rduboux@malibucity.org | 310.456.2489

**Charles Ebeling, PE, TE | Director of Public Works, City of Carpinteria**

5775 Carpinteria Avenue  
Carpinteria, CA 93013

cebeling@ci.carpinteria.ca.us | 805.684.5405

**Susan Stanton | City Manager, City of Greenfield**

P.O. Box 127  
Greenfield, CA 93927

sstanton@ci.greenfield.ca.us | 831.674.5591

**Richard Smelser, PE | Public Works Director, City of Gilroy**

7351 Rosanna Street  
Gilroy, CA 95020

rick.smelser@ci.gilroy.ca.us | 408.846.0260

**CONTRACTUAL SERVICES AGREEMENT  
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 28th day of January, 2016, by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **KIER AND WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.**, a California corporation ("Consultant"), collectively the "Parties".

**WITNESSETH:**

**WHEREAS**, City requested proposals to perform on-call civil engineering plan check, survey and/or public works inspection services.

**WHEREAS**, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B".

**WHEREAS**, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **CONSULTANT'S SERVICES.** Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. **COMPENSATION.**

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) unless the performance of services pursuant to City Council Resolution No. \_\_\_\_\_, and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant’s billing rates (set forth on Exhibit “B” hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit “B”; or, if no manner is specified in Exhibit “B”, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark  
Public Works Department  
37101 Newark Blvd.  
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. **Payment.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit “B”, for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. **Consultant’s Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant’s failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant’s payment).

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

5. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

A. **Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

**B. Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

**C. Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

**9. CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

**10. NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

**11. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

**12. INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

**A. Verification of Coverage.**

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

**B. Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

**C. Minimum Limits of Insurance.**

Consultant shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.  
(including products-completed operations, personal and advertising injury)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim.

**D. Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers, or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E. Claims Made Policies.**

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

**F. Wasting Policies.**

No policy required by this paragraph 12 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

**G. Remedies.**

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

**H. Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

**I. Other Insurance Provisions.**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The Risk Manager of City may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully

protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

**13. REPORTING DAMAGES.** If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

**14. INDEMNIFICATION/SAVE HARMLESS.** To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

**15. LICENSES, PERMITS, ETC.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

**16. TERM/TERMINATION.**

**A.** The term of this Agreement shall commence upon the date first hereinabove written and shall expire in two (2) years from said date, or the Agreement may be extended for up to two (2) additional one (1) -year terms as authorized by the Public Works Director.

**B.** Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

**17. CONTRACT ADMINISTRATION.** This Agreement shall be administered by the Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

**18. NOTICES.** Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

**KIER AND WRIGHT CIVIL ENGINEERS  
AND SURVEYORS, INC.**

ANTHONY C. MCCANTS, PLS

**President**

**CITY OF NEWARK**

PUBLIC WORKS DIRECTOR

**Administrator**

Address: Kier & Wright Civil Engineers &  
Surveyors, Inc.  
2850 Collier Canyon Road  
Livermore, CA 94551

City of Newark  
Attn: Public Works Director  
37101 Newark Boulevard  
Newark, CA 94560

19. **PARAGRAPH HEADINGS.** Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,  
a municipal corporation

KIER AND WRIGHT CIVIL  
ENGINEERS AND SURVEYORS,  
INC.,  
a California corporation

By \_\_\_\_\_  
Alan L. Nagy, Mayor

By \_\_\_\_\_  
Anthony C. McCants, President

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sheila Harrington, City Clerk

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
David J. Benoun, City Attorney

Date \_\_\_\_\_

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

Consultant services shall include, but not be limited to the following tasks:

Surveying

- Perform ground topographic surveys and mapping.
- Perform boundary line survey.
- Review parcel maps, final maps, lot line adjustments, abandonment documents, and records of surveys.
- Research record documentation defining existing right-of-way.
- Conduct field survey work.

Additional tasks or other duties as assigned by the Public Works Director shall be authorized by Task Orders.

**EXHIBIT B**

***PAYMENT***

<b>Kier &amp; Wright Civil Engineers &amp; Surveyors, Inc.</b>	
<b>Position</b>	<b>Hourly Rate</b>
Principal	\$200
Principal Engineer	\$193
Senior Engineer	\$173
Office Engineer	\$158
Senior Surveyor	\$173
Survey Supervisor	\$173
Office Surveyor	\$158
Survey Coordinator	\$152
Engineering / Survey Tech	\$134
Project Engineer / Manager	\$131
Senior Draftsman	\$109
Draftsman	\$104
Survey Draftsman	\$89
1-Man Survey Crew	\$152
2-Man Survey Crew	\$250
3-Man Survey Crew	\$325
Engineering Coordinator	\$69
Engineering Intern	\$44
Blueprinting and reproduction will be billed at a cost plus 10%. Time spent for preparation for testimony will be billed in accordance with the above hourly rates.	

**EXHIBIT C**  
***QUALIFICATIONS***

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## Section 1: Staffing, Experience and Understanding of Project Objectives

### **Kier & Wright Civil Engineers & Surveyors, Inc.**

Established 1972  
2850 Collier Canyon Road, Livermore, CA 94551  
3350 Scott Blvd, Building 22, Santa Clara CA 95054  
Contact Name: Anthony C. McCants PLS  
Email: [tmccants@kierwright.com](mailto:tmccants@kierwright.com)  
Phone: (925) 245-8788 Fax: (925) 245-8796  
(408) 727-6665 Fax: (408) 727-5641

**Principals in the Livermore Office:** Anthony McCants PLS- President, Charles McCallum PE- Vice President, Steven Calcagno PE- Vice President

**Kier & Wright Civil Engineers & Surveyors, Inc.** is a California corporation currently staffed by 127 employees: 11 Licensed Land Surveyors, 17 registered Professional Engineers, 2 of which are licensed to practice land surveying. Of the remaining 91 employees, 47 provide technical support, 37 are surveying field personnel, and 7 are clerical. Since 1978 the firm has increased in size almost seven fold. Currently the staffing is approximately split evenly between our two offices.

Kier & Wright has provided comprehensive engineering and land surveying services to the public and private sector clients since 1972. Services offered include street and highway design, municipal consultation, utility engineering, grading and drainage plans, mapping, boundary surveying, construction staking, land planning, and other related professional services.

Kier & Wright is committed to providing efficient, cost effective, surveying and mapping services to our clients. Our emphasis is on presenting a team approach to every project that we work on and we include our client as part of that team. Kier and Wright also understands the impact that the present economic crisis is having on our clients and our approach to your projects will be extremely competitive to provide the City of Hayward with a cost effective surveying solution. We also understand that at times our municipal clients are being impacted at the staff level with budget and workload issues and we are happy to work with our clients to explore ways that our professional technical assistance can be provided to either supplement or augment your in-house staff's talents.

Our survey crews are fully equipped and are able to handle any type of surveying project. They are trained to work closely with our clients to insure that the fieldwork that is being performed is exactly what the client needs. We routinely suggest that our clients meet our crews "at the site" so that they can better explain their needs and desires. Our office survey staff provides any type of support that our field crews need to insure a successful project. We have recognized the importance of the technological advances being made in surveying equipment and have heavily invested in the latest robotic and GPS equipment in order to provide the highest level of service to our clients. Our latest field operating procedures allow us to almost double previous production levels when site conditions and safety concerns permit.

The office surveying and engineering staff at Kier & Wright has the capability to provide any type of Land Surveying services that the City may need. Our surveying office and CAD departments are set up to be available, responsive and accessible to our clients. We are sensitive to our client's schedules and we are always willing to accommodate them. We utilize Autodesk Land Development Desktop and AutoCAD Civil 3D on a daily basis in our office, however we maintain the ability to convert to any earlier version if needed. We are able to transfer information between our clients and ourselves electronically and we routinely transfer information this way. We are also familiar with the application of GPS methods and procedures for our projects. Over the years we have found that the field of GPS, when applied properly, can be of great benefit to our projects.

The use of GPS has given us an increased level of flexibility on our projects and has allowed us to allocate our resources in such a fashion so as to place our emphasis on performance, quality control and meeting our client's needs. We view the application of GPS to land surveying projects as a specialty discipline that requires specific knowledge and a detailed specific approach that may differ in each area and on every project. Mission planning is a critical part of every project. We currently have six GPS network base stations operating off of each of our offices which are tied into a network solution and we also subscribe to another statewide network for RTK surveying.

Over the years we have found that by breaking the project down into specific tasks during the planning stage and developing a separate approach to each specific project, we achieve faster mobilization times, more redundant cross checking, and cooperative allocation of resources. Our project managers can then focus on the successful delivery of the exact product that our client requires. Our field operations department was honored in 2014 by the California Civil Engineers and Land Surveyors Association as the largest survey operation in Northern California with almost 61,000 field hours. This was the eighth time that we have achieved this honor since 2001.

Over the past ten years we have provided surveying services on either an on-call or individual project basis, to the city of Livermore, the city of Pleasanton, Alameda County Flood Control Zone 12, Alameda County Zone 7 Water Agency, Alameda county water district, the cities of San Leandro, Hayward, Emeryville, Dublin, Alameda, Novato, Los Altos, Oakland, Concord, and Los Gatos. We are very pleased that some of these clients have requested that we provide assistance to them on projects that are technically challenging, logistically difficult and that initially were very difficult to define. We feel that one of our biggest strengths is our ability to evaluate a situation being faced by one of our clients and provide the highest level of input and advice to assist them in either the completion of the task or the resolution of the issue.

Kier & Wright, Civil Engineers & Surveyors, Inc., will provide, an "on-call" Surveying services as requested by the city of Newark, with the following approach:

#### **Project Setup, Research and Mission Planning**

When requested by the city a Kier & Wright project manager will meet with the city representative to determine the scope of work required for a project. A key part of this process would be to establish exactly what the request consists of and to gain a complete understanding of the intended use of the data. When a project engineer or project manager makes a survey request, it is made in broad terms. It is the job of Kier & Wright, as the city's surveying consultant, to insure that the work that we perform is completed in a way to provide the information that the city needs. We stress the teamwork approach to these types of projects and we insist on closely working together with our client in the early stages of a project to identify potential problems, specific goals, scheduling and to address budgetary concerns.

Once our project surveyor has identified the specifics of a project, we often perform an in-house budget and approach review. This allows us to have several experienced land surveyors look at a project to develop the most efficient way to allocate resources and plan the project. If the project will require GPS, our GPS manager will be brought in at this early stage to enable us to make the best use of his expertise. If the project will require aerial photography or photogrammetry our photogrammetric sub-consultant, Mira Solutions, Inc. will be brought in to provide mapping ground control requirements to achieve the desired accuracy. The team will then evaluate all parameters and make modifications if required to achieve project efficiency and economy.

Once the project scope and budget are finalized we will move into the research stage. Depending on the project and the level of the city's involvement, we will start the research by exploring the city's knowledge. If the city has available in-house records and prior knowledge of the project area we will discuss this with them and try to capitalize on any information that they may already have available. We will review any previous survey work we may have completed for the city in the project area and if the projects are related we will make an effort to harmonize our work with the previous projects. When we have gathered any useful "in-house" information we will then conduct research through the county public works records for any

applicable adjoining record maps, survey control, field notes and monument information. Typically, the professional land surveyor who is managing this project would do all of this research.

Once this "county level" research is complete we would then review available NGS and NOAA monumentation, bench marks and other data available from federal sources. At this stage of the research project the involvement of our GPS manager, is invaluable as he has performed work throughout Alameda County on previous projects and has extensive knowledge of both horizontal and vertical control that has been recently recovered. Should the need arise we also have contacts at the Caltrans survey section who, in the past, have provided valuable survey and control information on projects that are adjacent to their facilities.

#### **Right of Way and Boundary Surveys / Easement Resolution / Deed and Description Interpretation / Legal Descriptions**

One of the things that we pride ourselves on is our ability to understand the often times complex and sometimes misunderstood world of cadastral surveying. The application of the basic principles outlined in the law and in the surveying texts to real world problems can be challenging at times given the complex and historic area in which we work. The key to the successful resolution of a boundary remains unchanged over the years and is the application of the established principals, moderated with common sense, complete and comprehensive research, an eye towards accommodation where possible, an understanding of those who have surveyed in the area before us and an approach tailored to a real world understanding of the history of the area. On all our projects we stress that communication as to the needs of our clients is paramount and once we understand the basic parameters of what the project will be at completion, then a cost effective and efficient approach to a comprehensive solution to the boundary work can be developed and completed. We pride ourselves on a comprehensive approach to deed and legal description analysis and preparation along with the drafting of the accompanying plat maps.

We would be available to the City in any capacity needed to determine the locations of property lines, boundary lines, easement locations and City right of way lines. These services would also encompass any needed research, related to public or private land ownership, public or private easements, public improvements, construction and historic information that may be needed to develop a full and comprehensive summary of the situation. We would also work with the City to obtain any title reports or other Title Company services that may be needed to complete the needed tasks. These services would also include any research needed to properly quantify previous property divisions or mergers that may be related to current or previous title issues or related to proposed subdivision or merger activities.

#### **Horizontal and Vertical Control Surveys and Formal City Benchmark Establishment or Maintenance**

During the research stage of a project, control monumentation and benchmark data in the area of specific project would be obtained. In the mission planning stage, a reconnaissance visit to the site would be made to search and recover sufficient horizontal and vertical survey monumentation to control the project. Depending on the availability and proximity of the control a local horizontal control net would be established along the length of the project either by utilizing GPS methods or by conventional field traverse methods. If conventional traverse methods are used, this traverse would be of a self-closing loop figure and, if necessary, we would utilize the Starnet least squares adjustment program for traverse adjustment. If GPS methods were used, the coordinate values would be checked via conventional surveying methods during the cross section or topographic surveying portion of the project. Elevations on these control points would be established either by running closed differential level loops from the closest reliable city benchmark or by utilizing GPS elevations based upon a city benchmark, cross checked between control points with differential leveling. Any long line level loops would be run with a digital level and adjusted by using the Starlev program, if required. Elevation Benchmarks would be set if requested by the City for a specific project and if requested to run formal Benchmark loops we would utilize a "NGS" Spec Trimble DiNi digital level with loops adjusted as needed to conform to existing City Datum points or to accommodate any new datum adjustments or shifts.

**Field Cross-Section and Topographic Surveys**

During the research and mission planning stage of the project, the Kier & Wright project manager would discuss and define with the city representative, the topographic survey criteria and the overall scope and intended use of the survey data. The field survey work would be performed using a total station type survey instrument and data collection system. Based upon the city's internal requirements, field note convention and field book usage will be as specified. In specific cases, and under the right circumstances, some projects may require the use of GPS equipment to gather the required information. Every specific project will have different logistical, physical and end result driven requirements. Kier & Wright intends to use all of its experience and expertise to insure that the topographic survey information that is generated will be done in a manner that will provide the survey information to the city in accordance with your needs.

**Survey Drafting**

Upon completion of the fieldwork on a project, the survey data will be downloaded directly into an office computer and then transferred into a coordinate geometry program for data storage and manipulation if necessary. The survey data will then be imported into the appropriate version of AutoCAD LDD or Civil 3D Software for the topographic survey drafting. We have developed a system for the compilation and drafting of our surveys that allow a maximum amount of flexibility while maintaining strict quality control standards. We also maintain a full set of the AG TEK earthwork software in our Livermore office for use in contour modeling, cross section modeling, machine control file preparation and earthwork volume calculations. We are ready to utilize any City internal drafting standards needed to assure the seamless transition of data between our office and the City engineering staff.

**Survey Control / Record of Survey Preparation**

During the research and mission planning stage of a specific project the requirement for the perpetuation of the project survey control through the record of survey process will be discussed with the city representative. If the city requests or the Land Surveyors' Act requires that a record of survey be filed on the project, the planning for the surveying and monumentation of the survey will be formatted accordingly. The standard of care used for the surveying fieldwork on a project for which a record of survey is to be filed will not differ from that on other projects. However, there may be differences in the amount of adjacent survey monumentation ties and in the character of the control monuments that will be set. The record of survey will be prepared by one of our licensed land surveyors and it will be prepared in conformance with the provisions contained in the California Land Surveyors' Act.

**Construction Staking**

One of the key focal points of the Kier & Wright survey operations is to provide high-quality, efficient construction staking services to contractors, municipalities and our private sector development clients. A major portion of the construction staking, which we provide to our clients, is done so on an as-needed basis in accordance with their needs and scheduling requirements. Our survey department typically handles multiple survey staking requests on a daily basis and we coordinate our efforts between tasks so as to prevent any delays in the construction of a project from a surveying standpoint. By virtue of the large number of field crews we have available, we can process survey staking requests much faster than normal, regardless of the magnitude of the request, responding within 24 to 48 hours in all cases. Our survey crews are experienced in all facets of construction staking, ranging from street improvement projects to large on-site developments. Our office survey staff provides the calculations and support well in advance of the survey crew being dispatched to not only make the survey crew more efficient, but also to provide a review of any associated plans and other data in order to resolve any plan errors or ambiguities, thereby avoiding any construction delays and related problems. For our municipal clients, we routinely work at the direction of the city's construction inspector that has been assigned to the specific project. Since we have longstanding relationships with most of the general engineering contractors and sub-contractors in the Bay Area, we can often anticipate their needs, and plan accordingly. We pride ourselves in being able to handle any size of construction staking task the city will need, from laying out large street improvement projects from scratch, to filling in a few stakes on a project where the city crew is not available.

### **Subdivision and Parcel Map Review Services**

One of the items Kier and Wright prides itself on is the preparation of complete, concise and comprehensive boundary resolution and mapping services. Our Land Surveyors and technical support staff are skilled in the preparation of subdivision maps, parcel maps, legal descriptions and lot line adjustments and this experience provides us with the ability to efficiently review these types of survey and mapping documents for technical accuracy, conformance with the Subdivision Map Act and other applicable laws and the City of Hayward Municipal ordinances and outer boundary resolution accuracy. All of our survey staff members are familiar with how the components of a land development civil design project interrelates to the subdivision mapping process. This familiarity will provide a level of expertise to the City that should serve to assist the City in managing its map checking and review workload in a professional and responsive manner. One of our Professional Land Surveyors would sign and stamp these documents in an "acting" City Surveyor capacity. We also would be available to the City Engineering Staff for consultation on interpreting the Land Surveyors Act and the Subdivision Map Act when needed as well as accepting the responsibility for "responsible charge" in compliance with section 8725.1 of the Business and Professions code.

### *STAFF SCHEDULING AND EXPERTISE*

All of our staff members have experience in the tasks outlined in the scope of work. Additionally each member has certain areas of excellence that we can capitalize on to provide our clients with the highest level of service possible. For example, a number of our field survey crews specialize in high production construction staking while others have a superior ability to complete detailed comprehensive surveying tasks such as detailed structure layout, difficult as-built surveys, boundary and right-of-way work, or topographic surveying work that requires expertise to produce the field work for Civil 3D and structure section surveys. Our survey dispatch staff works with our clients to make sure that the proper field crew for the task at hand is selected. We pride ourselves on being exceptionally responsive to our clients' scheduling needs for survey crews and we are committed to meeting the demands of a construction or project schedule.

Our office staff has the depth of experience to handle any and all of the surveying tasks that the City may need and each and every one of our staff members excels at some aspect of the Land Surveying process. Upon receipt of a survey request from the City we will review the scope of work and, while preparing the budget, we will evaluate the need to assign a specific staff member to the project that will be able to best serve the City's needs. Due to the sometimes complicated nature of Land Surveying in the Tri-Valley we have set up our survey department to be as flexible as possible on the ordinary projects while retaining the ability to handle the "special" complicated projects our clients often need taken care of. The normal timing for a "simple" survey request completion is approximately two to three weeks; the timing on the more complicated projects will vary. For client emergencies we will respond immediately. Field crews are normally mobilized within 48 hours.

Over the last ten years our survey crews have worked almost 700,000 field hours, our office survey staff has processed and completed the accompanying surveys, and we have performed over 11,000 individual engineering and surveying projects (both large and small) for our clients. This vast experience makes our field survey staff more than capable of handling any of your survey needs.

As scheduling on a construction staking project will normally be driven by the contractor's schedule we found the construction process itself requires special attention to survey crew scheduling. To accomplish this we have a separate department that handles our construction staking projects so the critical needs of the contractors do not get lost in the day to day normal surveying operations. This department will handle all components to the construction staking process including plan review, staking calculations, crew dispatch, interface with the inspectors and contractors, budgeting and the staking QA/QC process. The office surveyors who handle this work are highly experienced on construction staking projects and are used to handling multiple projects at one time. Our response time to survey staking requests is very quick and we pride ourselves on this; our construction clients never have to wait on our survey crews. Our survey crew dispatch runs through

this department so that the contractors, inspectors and clients will have one person who will both fill their crew requests and address any questions or concerns they may have.

#### TEAM PERSONNEL

Our team for this project will include three of our licensed land surveyors, one of which will be the project surveyor for any given project. The selected project surveyor will be supported by an array of competent office and field personnel, including our land surveyor (LSI/T) in charge of field crew dispatch, two-man and three-man field crews, survey technicians who provide survey calculations for field support, and AutoCAD draftsmen who will prepare the topographic, cross-section, and other applicable mapping services. These three licensed land surveyors can be backed up if required by any of our other licensed land surveyors.

The main contact person for this contract will be Anthony McCants, P.L.S. Joe Thompson or Seth Irish can also be contacted at any time to initiate a new project or to discuss an existing on-going project. Any of our other land surveyors/project surveyors, Rod Stewart, Jim Hickenbottom, or Mike O'Dell can also be contacted if Anthony, Seth or Joe is unavailable for any reason.

Regarding individual personal experience, all of our project surveyors have extensive experience in projects of the type anticipated in this contract with not only with the Tri-Valley area, but also directly with numerous other public agencies throughout the Bay Area.

We have also provided similar services for other public agencies and Anthony, Joe, and Seth have provided surveying services of various creeks, streets, buildings and parks for the cities of Pleasanton, Livermore, Fremont, Concord and San Leandro.

For the construction staking projects that the City may require our assistance on, the inspectors and/or contractors will work with our construction survey department manager, Mike O'Dell will assist them in setting up a program that provides the level of service that each project requires. For these types of projects, the City's field inspector will contact the survey crew dispatcher directly with a staking request; the dispatcher will be available to them as needed to make sure all their needs are satisfied. The dispatcher also works directly with several staff members in the construction staking department who are dedicated to providing construction support and calculations. These staff members will conduct the highest level of preparation and plan review that is required to support the field survey crews. They will also work with the project design team to identify any questions or concerns that may exist in the plans prior to the crews being mobilized to the field.

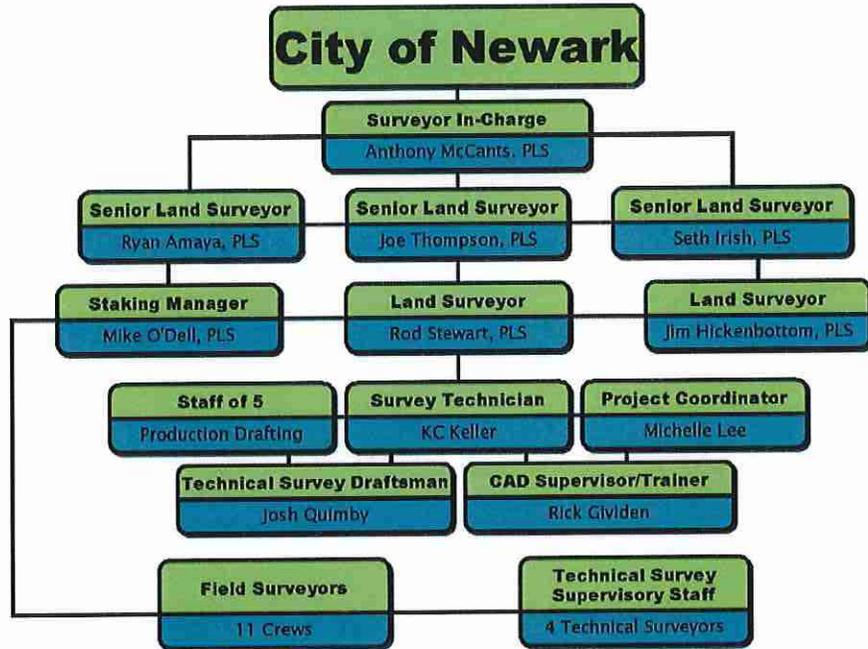
Each survey request that is presented to Kier & Wright by the city will be evaluated by our survey team to determine if there will be a specific expertise required to ensure the success of the project and then the appropriate staff member will be assigned to the project. This applies for both office and field operations.

#### TEAM AVAILABILITY

Our ample and efficient staff are able to adapt to your workflow needs, accommodating your specific project's demands. Since most projects are not just about individual staff allocation, but the allocation of resources to fit the job. Our team is available at all times, we can adjust our internal workflow, ensure your needs are met, and the team is assembled specifically to your task. Kier & Wright "on-call" means that our team will be available as needed.

The below organization chart illustrates the anticipated team that will handle all of the City of Hayward's requested work. Each team member is capable and acquainted with tasks similar to those outlined in the RFP.

# PROJECT ORGANIZATIONAL CHART




**KIER & WRIGHT**  
 CIVIL ENGINEERS & SURVEYORS, INC.  
 2850 Collier Canyon Rd. Phone (925) 245-8788  
 Livermore, California 94551 Fax (925) 245-8795

## **Section 2: Experience Providing Similar Services**

Any work requested by the City of Newark will be handled by our on-call operations team. All survey department team members in this unit, from the Land Surveyors to the drafting technicians, have worked on projects for various municipal clients on tasks similar to those outlined in the preliminary scope of services. From a simple sewer line survey to a 30,000 point topographic survey you will find the expertise in this team that is needed to ensure the efficient, accurate, and successful completion of any project. Included in the supplemental information, we have listed the resumes of a few of our staff members; in addition to the personnel listed there are many other talented individuals in this firm that stand ready to assist the City in any way possible. The scope of services outlined in the RFP is the same as the work that we are currently performing for a number of other on-call clients therefore, the infrastructure is already in place to administrate, oversee, conduct the physical work, and handle the technical issues on these types of projects. A Principal will oversee this contract and be involved in the high level technical issues and budgeting, along with the QA/QC process. He will be available to the City at upon request.

## **Section 3: Resumes**



## **ANTHONY McCANTS**

President, Surveyor In-Charge

**ROLE:** Mr. McCants will lead the Survey team and will be available to the city at any time needed.

**EXPERTISE:** Right of Way surveys, parcel maps, record of surveys, Land title surveys, topographic surveys, well surveys, boundary resolution, condominium maps, and ALTA surveys.

### **BACKGROUND:**

Mr. McCants, California P.L.S. 5944, was registered as a Land Surveyor in 1988 and has been associated with Kier & Wright since March 1979 and is the corporate president. Mr. McCants has many years of varied experience in land surveying including extensive construction staking experience. In addition to his experience at Kier & Wright, while working with another local land surveying firm, Mr. McCants was responsible for several large United States Army Corps of engineers mapping projects in Utah and Merced County, California. Mr. McCants is also on the Board of Directors and past President of the California & Nevada Civil Engineers & Land Surveyors Association (CELSA) and is also co-chairman of the Northern California Surveyors Joint Apprenticeship Committee. In his role as chairman of the NCSJAC he is involved in charting the future for the Surveyors Apprenticeship program in a direction that will move the younger surveyors in the direction of a professional career with the emphasis on a combination of hands on training, a common sense approach, professional education and career discipline that will encourage them to move ahead as professional surveyors. He is actively involved in the day to day operations of the firm as a working principal and he has also been honored by the CELSA as having the largest field surveying operation in the northern 46 California counties for 8 out of the last 13 years.

### **REGISTRATION:**

- Professional Land Surveying License (PLS) State of California L 5944

### **PROFESSIONAL AFFILIATIONS:**

- California Land Surveyors Association (CLSA)

### **PROFESSIONAL HISTORY:**

- 1979 – Present, Kier & Wright Civil Engineers and Surveyors, Livermore, CA



**KIER & WRIGHT**  
CIVIL ENGINEERS & SURVEYORS, INC.



**JOE THOMPSON**  
Senior Land Surveyor

**ROLE & RESPONSIBILITY:** Run office survey projects and be involved in all mapping and topographic documents. He will coordinate all surveying & right-of-way matters with district representatives and assign Kier & Wright team members to complete the required work. Mr. Thompson is available as necessary.

**BACKGROUND:** Mr. Thompson, California P.L.S. 8121, was licensed as a Land Surveyor in July of 2006 and has many years of varied experience in land surveying. He is proficient in 3D laser scanning, boundary resolution, mapping, A.L.T.A. Surveys, legal descriptions, monitoring surveys for horizontal and vertical movements, analysis and resolution of public and private title issues, construction setup, monumentation, and topographic surveys. Mr. Thompson is well versed in the processing and adjusting of control data for GPS static surveys and conventional surveys. As Senior Surveyor Mr. Thompson provides project planning, management, and coordination along with the review of project deliverables and ensures clients are informed on the status of their projects. While at another firm, he was heavily involved in the success of the City of Modesto Tier 1 Downstream Improvements where he performed utility research, base mapping, control surveying, and topographic mapping for 4 miles of improvements.

**REGISTRATION:**

- Professional Land Surveying License (PLS) State of California L 8121

**PROJECT EXPERIENCE:**

- Zone 7 Water Agency – Del Valle Water Treatment Plant Superpulsator Rehabilitation Project
- Zone 7 Water Agency – Arroyo Mocho Topographic and Cross Section Survey
- Zone 7 Water Agency – UPRR Parcel Topographic Survey, Plat & Legal Desc. & Site Plan
- Zone 7 Water Agency – Chain of Lakes Well No. 5 Plat & Legal Description
- Zone 7 Water Agency – Cope Lake Water Transfer Survey Control, Topographic Survey, and Staking
- Zone 7 Water Agency – Superpulsator Rehab Project Control, Benchmark, Topographic Survey, and As-Builts
- Santa Clara Valley Water District – Calabasas Creek Topographic Survey
- Alameda County Water District – Large Diameter Hayward Fault Pipeline Retrofit Project
- Various on-call projects for the Cities of Hayward and San Leandro.
- Sun Power – Henrietta Site in Lomare and Quinto Site in Gustine, CA

**PROFESSIONAL AFFILIATIONS:**

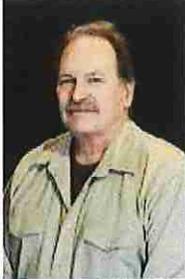
California Land Surveyors Association (CLSA)

**PROFESSIONAL HISTORY:**

- 14 Years Professional Experience in the Land Development Field
- Joined Kier & Wright in 2012



**KIER & WRIGHT**  
CIVIL ENGINEERS & SURVEYORS, INC.



**SETH H. IRISH**  
Senior Land Surveyor

**ROLE & RESPONSIBILITY:** Run office survey projects and be involved in all mapping and topographic documents. He will coordinate all surveying & right-of-way matters with district representatives and assign Kier & Wright team members to complete the required work. Mr. Irish is available as necessary.

**BACKGROUND:** Mr. Irish, has over 47 years of varied experience in land surveying. This experience includes field engineering service with the United States Navy, 16 years as principal in his own firm and 18 years' experience working for several major Engineering firms in the State of California. His extensive experience has included working on both public and private projects that have spanned across the State of California and has included work in most all of the counties. Recent municipal experience includes serving as the contract City Surveyor for the City of Merced as well as on call surveying contracts with the City of Modesto, the City of Sacramento and Humboldt County. In addition to these on call projects he has also been involved in numerous individual projects for the City of Hollister, the City of Salinas, the City of Monterey, the County of San Benito, the County of Monterey, the United States Navy, the California Department of Transportation, the US Department of the Interior and the Angiola Water District. His experience includes performing both field and office surveying work on boundary surveys, topographic surveys, ALTA Surveys, control surveys, electric transmission route surveys and transmission tower construction surveys. He has served as project surveyor for a wide variety of Caltrans surveying and mapping projects including:

**REGISTRATION:**

- Professional Land Surveying License (PLS) State of California L 5922

**PROJECT EXPERIENCE:**

- Various on-call projects for the City of San Leandro
- Angiola Water District – Ulica Ave. Topographic Survey & Irrigation Ditch Alignment/ Construction
- Angiola Water District – Review of Miscellaneous Projects as Required by District Manager
- Yolo County Flood Control & Water Conservation District – Cache Creek Topographic Survey
- Yolo County Flood Control & Water Conservation District – Copy Dam Monitoring Program
- South San Joaquin Irrigation District – Division 9 Topographic & Boundary Survey
- South San Joaquin Irrigation District – Two Water Basin Plans and Legal Descriptions
- Santa Clara Valley Water District – District Headquarters Building Parking Area

**PROFESSIONAL AFFILIATIONS:**

- California Land Surveyors Association (CLSA)
- Association of Civil Engineering Companies (since 1988)
- Member of the Board of Directors for ACEC, (since 2006)

**PROFESSIONAL HISTORY:**

- 2011 – Present, Kier & Wright Civil Engineers and Surveyors, Livermore, CA
- 2010-2011, Irish's Surveying Services, Oakdale, CA
- 2003-2010 STANTEC Consulting, Services, Irvine, CA



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**RYAN AMAYA, PLS** | SENIOR LAND SURVEYOR

**ROLE:** Mr. Amaya will work with the senior project manager and surveyor-in-charge to coordinate and oversee survey operations performed in our Silicon Valley office.

**EXPERTISE**

Right-of-way surveys, parcel maps, record of surveys, Land title surveys, topographic surveys, well surveys, boundary resolution, condominium maps and ALTA surveys. **BACKGROUND**

Mr. Amaya has 19 years of experience in the surveying field. His experience includes construction surveying, boundary surveying, mapping, and subdivision work related to land development. Specific survey experience includes construction staking, topographic surveys, benchmark level circuits, elevation monitoring surveys, tentative maps, parcel maps, final maps, condominium plans, plats and legal descriptions, lot line adjustments, lot combinations, reversion to acreage maps and ALTA/ACSM Land Title Surveys.

Mr. Amaya has been at Kier & Wright since February of 1999. He received his professional land surveying license in 2006. He currently supervises the office surveying department in Kier & Wright's Santa Clara location.

**REPRESENTATIVE PROJECT EXPERIENCE**

- Levi's Stadium – Topo & Mapping – San Francisco 49ers – Santa Clara, CA
- Apple Campus 2 – Cupertino, CA
- El Camino Sewer Improvement Project – City of Santa Clara – Santa Clara, CA
- NVIDIA Campus Mapping – Santa Clara, CA
- Network Appliance Campus Mapping – Sunnyvale, CA
- Brocade @ First/Retail Development subdivision mapping – San Jose, CA
- San Mateo Trunk Sewer Relief Line – City of San Mateo – San Mateo, CA ▪ Sunnyvale Water Line Replacement – City of Sunnyvale – Sunnyvale, CA

**REGISTRATION**

- Professional Land Surveying License (PLS)  
State of California L 8134



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**JIM HICKENBOTTOM - LAND SURVEYOR (PLS)**

*Role & Responsibility:* Perform boundary surveys, ALTA surveys, lot line adjustments, plats and legal descriptions, parcel maps, and other office surveying tasks as directed by the Senior Land Surveyors.

Mr. Hickenbottom earned his Professional Land Surveyors License in 2009 and holds over 17 years of combined field and office surveying experience. He has been associated with Kier & Wright since 2013. During this time he has performed surveys for the Alameda County Flood Control & Water Conservation District Zone 7 for level runs and flood channel topographic surveys for District Zones 5 and 6. Mr. Hickenbottom also worked on the yearly level runs for the Santa Clara Valley Water District Alurn Rock Loop in San Jose.

**ROD STEWART II - LAND SURVEYOR (PLS)**

*Role & Responsibility:* Perform calculations for surveys and dispatch field crews. Interface with construction inspectors and contractors. Handle any field or office surveying tasks needed by the City.

Mr. Stewart has been associated with Kier & Wright since 1998. Mr. Stewart has a combination of 17 years of experience in field and office surveying. Mr. Stewart's primary responsibilities include the construction staking coordination, the performance of calculations, and to acting as the interface between the design team and the field survey crews. Mr. Stewart is a certified Chief of Party in the Operating Engineers Local Union No. 3 and is a graduate of the Northern California Surveyors Joint Apprenticeship Committee (N.S.J.A.C.) surveyors' apprenticeship program. Mr. Stewart has 9 years of experience as a GPS field surveyor on projects including Boundary Surveys, Aerial Surveys, Monitoring Well Surveys, Topographic Surveys, A.L.T.A. Surveys, and Construction Staking. He also works on office related projects including Lot Line Adjustments, A.L.T.A. Surveys, Boundary Resolution, Topographic Surveys, Plats and Legal Descriptions, Parcel Maps, and Condominium Plans. His GPS experience was recently utilized by the Zone 7 Water agency where Mr. Stewart provided basic GPS survey procedure training for the agency staff.

**KC KELLER - SURVEY TECHNICIAN**

*Role & Responsibility:* Support the office and field operations as directed by the Survey Manager. Mr. Keller became a Kier & Wright team member in 2013 after working summers for us in our intern program. He graduated from Fresno State's Geomatics Engineering program in 2012 and Mr. Keller is well versed in surveying methodology including the preparation of parcel maps, legal descriptions, map closure checking, topographic surveys and records of surveys. He has been involved in many of our surveying projects in both a technical support and project lead technician role.

**MICHAEL O'DELL - CONSTRUCTION SURVEY MANAGER**

*Role & Responsibility:* Perform calculations for construction surveys. Interface with construction inspectors and contractors. Oversee construction staking department and field crews.

Mr. O'Dell, California P.L.S. 8885, was licensed as a Land Surveyor in 2010 and has many years of varied experience in land surveying. He is proficient in various construction projects including: residential, high-rise, shoring, monitoring, commercial, industrial, transportation, and infrastructure projects. Mr. O'Dell has overseen the construction staking at various projects including the Paragon Outlets in Livermore, Mission and Warren Union Pacific Rail Road Relocation in Oakland, and Santa Clara Valley Medical Foundation in Santa Clara. In addition to managing field and office staff, Mr. O'Dell is also one of Kier & Wright's top performing estimators, providing competitive costs while maintaining Kier & Wright's impressive quality of work.

**RIK GNIDEN - SENIOR DRAFTSMAN & DRAFTING DEPARTMENT TRAINING OFFICER**

*Role & Responsibility:* Perform high level drafting for survey projects. Manage and train drafting staff on new formats and techniques.



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Mr. Gividen has 31 years total experience in hand and CAD drafting; 8 years in land planning, 3 years in architectural drafting, 20 years in the field of civil engineering drafting including many years of extensive AutoCAD, Softdesk, and COGO experience. Mr. Gividen is responsible for the development of our CAD standards and implementing our in-house CAD training program for the drafting, engineering, and surveying teams. He has extensive experience in all phases of civil engineering drafting and serves as the mentor for the development of our drafting team's instruction program. Mr. Gividen also serves as an interface between the engineering/surveying project management staff and the drafting staff on complex projects. His duties extend to quality control and quality assurance within the drafting department. Mr. Gividen handles production, QA/QC, and direct supervision on all of our topographic surveys. He was the lead technician on the San Mateo 101 topographic survey project which included the drafting and manipulation of over 30,000 topographic survey shots on top of aerial mapping for a 5 mile stretch of Highway 101 in San Mateo County. He developed the policies, procedures, standards, and facilitated the implementation of Autocad Civil 3D at Kier & Wright.

**CHRIS HENRY – TECHNICAL SURVEY DRAFTSMAN**

*Role & Responsibility:* Fulfill drafting and survey needs under the direction of a Senior Land Surveyor or the Surveyor In-Charge.

Mr. Henry has over ten years of AutoCAD and project coordination experience and has been associated with Kier & Wright since 2004. Mr. Henry has gained a broad scope of experience with survey-related projects including ALTA surveys, Tentative Maps, Parcel Maps, Condominium Plans, Exhibits, Plats and Legal Descriptions, Lot Line Adjustments and Topographic Surveys. Prior to coming to Kier and Wright, Mr. Henry studied with Las Positas College in Livermore, CA under the Design Technology curriculum to advance his personal interest in Drafting to a professional level. He holds a Certificate of Completion for the Beginning Autocad (2002) and Intermediate AutoCAD (2003) training programs. Mr. Henry has prior Project Management experience, and holds an Associate of Applied Science degree in Recreation Management from Mesa State College in Grand Junction, CO (1987) and a Bachelor of Arts degree in Management from Metropolitan State College in Denver, CO (1991). Mr. Henry is our map checking special assistant and has assisted our Land Surveyors on many mapping review projects throughout the Bay Area region.

**JOSH QUIMBY - CAD PRODUCTION MANAGER & SENIOR DRAFTSMAN**

*Role & Responsibility:* Fulfill drafting needs and requirements of 3D modeling, earthwork quantities, grading, and drainage plans.

Mr. Quimby has over 11 years of civil design and drafting experience; ranging from conceptual layout to final construction drawings for residential subdivisions, commercial, municipal, and transportation projects. He is familiar with, and regularly uses, AutoCAD Civil 3D 2013, AutoCAD LDD, and Agtek along with various Microsoft Office and Adobe programs. Mr. Quimby has worked extensively on improvement, grading, and drainage plans as well as storm water MBP designs along with topographic survey drawings. Mr. Quimby has also provided lead technical review and quality assurance of drawings to confirm accuracy and compliance with city, county, and state agencies' and utility providers' standard plans and specifications. He has produced numerous submittal packages for incremental and final design drawings and calculated quantities for engineer's estimates of probable cost. Mr. Quimby has also provided in-house drafting support and training to several of our municipal clients during their conversion to AutoCAD Civil 3D.



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**FIELD SURVEY CREWS**

Kier & Wright has eleven surveying crews on staff in the Livermore office along with ten to twelve additional crews available in a support status from our other office locations. Each two-man survey crew includes one Party Chief and one Chainman. All of our surveyors are well-versed in all types of surveying, including boundary and topographic surveys, ALTA's and construction staking. All survey crews are trained and equipped with the latest in surveying equipment technology, including GPS equipment and robotic total stations. All crews are fully equipped to handle whatever surveying task is needed.

We believe in the importance of the technological advances being made in surveying equipment and have invested heavily in the latest robotic and GPS equipment in order to provide the highest level of service to our clients. Our latest field operating procedures allow us to almost double previous production levels when site conditions and safety concerns permit. All survey crews are equipped with cell phones and electronic tables for email onsite allowing us to send and receive information from our field crews quickly and efficiently. We currently have the following equipment on hand:

Trimble R8 GPS Systems with High Power Radio & Modem Options .....	2
Trimble S6 Robotic Total Stations .....	21
Engineers Levels .....	18
Trimble Digital Levels DiNI- NGS Spec Unit .....	2
Theodolites -0.5 second to six second accuracy .....	8
Fully Equipped Survey Vehicles .....	22
Trimble Data Collectors .....	23
Samsung Tablets for Remote Survey Crew Interface.....	21



#### Section 4: References

**CLIENT:** **CITY OF PLEASANTON**  
200 Old Bernal Avenue, Pleasanton, CA 94566

**CONTACT:** Steve Kirkpatrick Phone: (925) 931-5676 [skirkpatrick@ci.pleasanton.ca.us](mailto:skirkpatrick@ci.pleasanton.ca.us)

Kier & Wright has been providing on call surveying services to the city of Pleasanton for 18 years. These services have included: Boundary surveys, Record of Surveys, Corner Records. We have also provided numerous design level topographic surveys including: cross section survey information on city street reconstruction projects, creek cross sections, storm drain system locations, and elevation surveys for use by the City's consultants in providing wetland establishment design and a storm water flow hydraulic models, detailed structure dimension and elevation surveying on the city of Pleasanton S-8 Sewer Junction Structure project, utility pothole surveys, Subdivision and Parcel Map checking, plats and legal descriptions, construction staking, aerial topographic mapping surveys, GPS control surveys for their city wide GIS mapping project as well as city in house construction plan constructability review (prior to construction staking). The relationship between the city engineering and inspection staff and Kier & Wright has been particularly productive and enjoyable on the part of both the client and consultant. We have completed approximately 139 task orders for the City to date.

**CLIENT:** **ALAMEDA COUNTY ZONE 7 WATER AGENCY**  
100 North Canyons Parkway  
Livermore, CA 94551

**CONTACT:** Carol Mahoney, P.E. Phone: (925) 980-1464 [carol@zone7water.com](mailto:carol@zone7water.com)

Kier & Wright has been providing surveying services to the Alameda County Flood Control and Water Conservation District Zone 7 Water Agency under numerous open-ended contracts for 14 years. These services have included aerial, cross section, and topographic surveys of the Arroyo de la Laguna, the Arroyo Las Positas, the Arroyo Mocho channel, and several other flood control channels within the district's boundaries. We have also performed boundary surveys and prepared legal descriptions, plats, and provided a variety of surveying services for various Zone 7 construction projects including new well sites, the Arroyo Del Valle Water Treatment Plant, tank deformation surveys at the Patterson Pass Water Treatment Plant, surveying services for the acquisition of Lakes G, H, I, and Cope Lake, and for design modifications to the various banks, roadways, and related infrastructure. These services included an overall boundary survey, the preparation of legal descriptions, plats for property acquisitions, boundary line adjustments, topographic surveys, water monitoring surveys, construction and slope staking for roadway repair and construction, slope bank repair, and for a public trail along Mohr Avenue and Martin Avenue. Over the past 13 years we have completed 135 projects for the district.

**CLIENT:** **CITY OF FREMONT ENGINEERING DEPARTMENT**  
39550 Liberty Street  
Fremont CA 94538

**CONTACT:** Norman Hughes P.E. Phone: (510) 494-4700

Kier & Wright has been providing on-call surveying services to the city of Fremont since 1998. Services provided to date include numerous A.L.T.A surveys for parcel acquisition projects, topographic surveys for several proposed and existing fire stations, street reconstruction projects and park projects, the initial set-up and on-going slide monitoring survey for a street section in the Fremont hills, a boundary survey and parcel map for the city hall/library/Elizabeth Park reconfiguration project, the preparation of right of way record maps for Caltrans for the Auto Mall Parkway/Interstate 880 interchange modification project, as well as several construction staking projects for underground utilities, street improvements, and parks and recreation projects. We also provide subdivision map checking services (and boundary checking) for the City on an as needed basis. We have completed over 50 task orders for the City to date. We recently performed a topographic survey and area wide Right of Way mosaic compilation for redevelopment project feasibility studies of the Main Street at Washington neighborhood. Services also included assuming the role of the Professional Land Surveyor for the City of Fremont handling the finalization of the documentation for the Bart Warm Springs extension. This task includes the preparation of plats and legal descriptions for City parcels, right of way record maps, the checking of Bart legal descriptions for the Bart parcels and extensive coordination with Bart and the City staff to consummate the technical details of the Property Exchange Agreement.

**CLIENT:** **CITY OF SAN LEANDRO ENGINEERING DEPARTMENT**  
835 East 14<sup>th</sup> Street  
San Leandro CA 94577

**Contact:** Keith Cooke P.E. Phone: (510)577-3428

Kier & Wright has been providing both individual project surveying services and on call surveying services to the city of San Leandro since 1994. Services provided to date include A.L.T.A surveys for parcel acquisition projects, topographic surveys for proposed City projects, cross section and topographic surveys for street reconstruction and paving projects, referencing of street monumentation and the filing of the accompanying corner records, the preparation of right of way documents for several Caltrans projects and construction staking services for road improvement projects. Over the years we have completed over 40 task orders for the City. We recently performed topographic survey, cross section survey, and right of way survey work for the East 14<sup>th</sup> Street at 150<sup>th</sup> Avenue improvement project which is currently under design by the City staff. Kier and Wright is also involved in providing the engineering and surveying services on the new Eden Road project.

**CLIENT:** **CITY OF DUBLIN ENGINEERING DEPARTMENT**  
City of Dublin  
100 Civic Plaza  
Dublin, CA 94568

**Contact:** Jason Imai P.E. Phone: (925) 833-6639 jayson.imai@dublin.ca.gov

Kier & Wright is providing on call surveying services to the city of Dublin. As a part of this contract we are providing Subdivision and Parcel Map checking services, assistance to the City Engineering staff on matters relating to the Subdivision Map Act and the Professional Land Surveyors Act. Our professional and technical staff are available to the City Engineering and Planning staff to provide whatever level of assistance they may need on and as needed basis.

### **Section 5: Other Relevant Information & Exceptions**

Kier & Wright takes no exceptions to the City's standard Contractual Services Agreement, as included in the SOQ/P.

We have reviewed the language contained within the "City of Hayward Standard Insurance and Indemnifications for Professional Services Contracts" included as Attachment 1 to the request for proposal and are able to accept the terms and conditions contained therein.

**F.5 Status Report on emergency expenditure for replacement of heater for Lazy River at Silliman Activity and Family Aquatic Center – from Maintenance Supervisor Connolly. (INFORMATIONAL)**

**Background/Discussion** – At the January 14, 2016 City Council meeting, the City Council made a finding and adopted a resolution declaring an emergency existed as a result of heater failure for the Lazy River at Silliman Activity and Family Aquatic Center and the public interest and necessity demanded the immediate expenditure of public money to safeguard life, health or property. The heater failure impacted the ability to control the temperature of the Lazy River, creating a public safety concern.

The California Public Contract Code Section 22050 requires that a report be provided to the City Council after the emergency declaration reporting on the status of the actions related to the expenditure. Following is a current status report for the heater replacement.

City staff is currently working with our Annual Purchase Agreement (APA) vendor, Knorr, to replace the heater at a cost of thirty thousand dollars (\$30,000); we are anticipating additional cost due to field conditions.

**Action** – Informational only.



**City of Newark**

**MEMO**

**DATE:** January 19, 2016  
**TO:** City Council  
**FROM:** Sheila Harrington, City Clerk *A.H.*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of January 28, 2016.

**REGISTER OF AUDITED DEMANDS**

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
January 8, 2016	Page 1-2	106664 to 106746	Inclusive
January 15, 2016	Page 1-2	106747 to 106838	Inclusive



City of Newark

MEMO

**DATE:** January 19, 2016

**TO:** Sheila Harrington, City Clerk

**FROM:** Susie Woodstock, Administrative Services Director *SKW*

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of January 28, 2016.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.

Final Disbursement List. Check Date 01/08/16, Due Date 01/18/16, Discount Date 01/18/16. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106664	10658	4LEAF INC	01/08/16	12,240.00	BLDG INSPECTION SERVICES
106665	149	ABAG PLAN CORPORATION	01/08/16	1,033.68	DEDUCTIBLE COSTS (PROPERTY/LIABILITY) FO
106666	10	ABC FIRE PROTECTION INC	01/08/16	191.90	FIRE EXTINGUISHER MAINT.
106667	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	01/08/16	1,571.00	PAYROLL - SHORT TERM DISABILITY PREM
106668	1774	AIRGAS USA, LLC	01/08/16	51.14	FY15-16 WELDING SUPPLIES
106669	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	01/08/16	3,750.76	AWS ACCESS FEES
106670	5821	ALL CITY MANAGEMENT SERVICES, INC	01/08/16	5,182.16	CROSSING GUARD SVCS
106671	411	AIG BENEFIT SOLUTIONS	01/08/16	676.20	ANNUAL PO FOR LIFE INSURANCE PREMIUMS
106672	11270	ARBORWELL	01/08/16	3,552.00	DECORATIVE LIGHTING
106673	348	AT&T	01/08/16	108.15	ANNUAL TELECOM FY2015-16
106674	1085	AT&T	01/08/16	38.90	LONG DISTANCE TELECOM FY2015-16
106675	11028	TRICIA BARTLETT	01/08/16	385.50	RECREATION CONTRACT
106676	9680	BAY CENTRAL PRINTING	01/08/16	140.45	BUSINESS CARD IMPRINTING
106677	23	FRANK BONETTI PLUMBING INC	01/08/16	499.41	CITY HALL DRINKING FOUNTAIN AND LIBRARY
106678	10261	CARBONIC SERVICE	01/08/16	256.97	POOL CHEMICALS
106679	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	01/08/16	462.57	FY15-16 FUEL CHARGES
106680	10970	COCA COLA REFRESHMENTS UNION CITY SALES	01/08/16	410.60	CAFE PURCHASES
106681	160	CPOA CALIFORNIA PEACE OFFICERS' ASSOCIAT	01/08/16	500.00	CPOA MEMB
106682	11076	CRIME SCENE CLEANERS INC	01/08/16	140.00	OFFICER UNIFORM DAMAGE
106683	2051	CRITICAL REACH INC	01/08/16	565.00	CRITICAL REACH SUPPORT
106684	10649	WILLIAM LYON HOMES, INC. BAY AREA/CENTRA	01/08/16	125.32	OVERPAYMENT ON PER#CONV-074-14
106685	63	THE GOODYEAR TIRE & RUBBER CO	01/08/16	3,362.44	FY15-16 TIRES
106686	7631	DELTA DENTAL	01/08/16	7,439.55	PAYROLL - DENTAL PREMIUM
106687	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	01/08/16	514.06	PAYROLL - DENTAL PREMIUM
106688	10725	ANGELA MONTEZ	01/08/16	495.37	EMPLOYEE COMPUTER LOAN
106689	10725	WENDY WALKER	01/08/16	791.99	EE COMPUTER LOAN PROGRAM
106690	10725	PAULA JONES	01/08/16	1,680.00	EE COMPUTER LOAN PROGRAM
106691	310	EQUIFAX INFORMATION SVCS LLC	01/08/16	50.84	ANNUAL PO FOR CREDIT REPORTS
106692	11321	ET & T DISTRIBUTORS, INC	01/08/16	4,250.04	ARM CHAIRS
106693	522	FEDEX	01/08/16	146.01	MAILINGS
106694	1733	FIRST BAPTIST CHURCH	01/08/16	80.00	DONATION
106695	1120	FORENSIC ANALYTICAL SCIENCES, INC	01/08/16	324.00	LAB TESTS
106696	7351	KARL FREDSTROM	01/08/16	91.10	EXPENSE REIMBURSEMENT
106697	550	FREMONT RUBBER STAMP CO INC	01/08/16	57.89	STAMPERS
106698	313	FREMONT URGENT CARE CENTER	01/08/16	60.00	ANNUAL PO FOR PRE-EMPLOYMENT/DOT PHYSICA
106699	11157	JASON GERMANO	01/08/16	200.00	RESERVE UNIF ALLOWANCE
106700	10707	GYM DOCTORS	01/08/16	150.00	FITNESS EQUIPMENT MAINT
106701	10144	SHEILA HARRINGTON	01/08/16	649.74	EXPENSE REIMBURSEMENT
106702	4845	HDL SOFTWARE LLC	01/08/16	7,454.94	BUSINESS LICENSE SOFTWARE
106703	9246	DAVID HIGBEE	01/08/16	960.33	EXPENSE REIMBURSEMENT - SLI SESSION #1
106704	1591	PHILIP H HOLLAND	01/08/16	200.00	RESERVE UNIF ALLOWANCE
106705	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	01/08/16	202.94	FY15-16 MIS SUPPLIES
106706	7593	BRUCE HOWCROFT	01/08/16	200.00	RESERVE UNIF ALLOWANCE
106707	11123	I PIZZA	01/08/16	434.95	PIZZAS FOR CAFE & PARTIES
106708	187	INDUSTRIAL SAFETY SUPPLY	01/08/16	618.95	FY15-16 SAFETY GEAR
106709	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	01/08/16	16,928.43	ANNUAL PO FOR WORKER'S COMP TRUST FUND R
106710	293	LANGUAGE LINE SERVICES INC	01/08/16	172.25	INTERPRETATION SVCS
106711	1163	LEAGUE OF CALIFORNIA CITIES	01/08/16	400.00	2016 LOCAL STREET AND ROADS NEEDS ASSESS
106712	11341	LIFE FITNESS	01/08/16	11,052.25	TREADMILL REPLACEMENT APPROVAL #2016-10
106713	80	LYNN PEAVEY COMPANY	01/08/16	136.72	EVIDENCE SUPPLIES
106714	11134	RATTANA MANALO	01/08/16	139.25	RECREATION CONTRACT

Final Disbursement List. Check Date 01/08/16, Due Date 01/18/16, Discount Date 01/18/16. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106715	11309	MANUEL FERNANDEZ CONSTRUCTION	01/08/16	1,281.83	SILLIMAN REPAIRS
106716	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	01/08/16	953.99	FY15-16 JANITORIAL SERVICES
106717	7618	METLIFE SBC	01/08/16	1,598.56	PAYROLL - LONG TERM DISABILITY PREM
106718	9029	MEYERS NAVE RIBACK SILVER & WILSON	01/08/16	487.50	LEGAL CONSULTING
106719	10686	MIRACLE METHOD OF CONTRA COSTA/ALAMEDA I	01/08/16	1,120.00	MAINTENANCE REPAIRS
106720	10865	NEW IMAGE LANDSCAPE	01/08/16	23,358.00	PROJECT 1007C LANDSCAPE MAINTENANCE
106721	1738	NEWARK BETTERMENT CORPORATION	01/08/16	247.92	DONATION
106722	324	NEWARK CHAMBER OF COMMERCE	01/08/16	462.00	HOLIDAY LUNCHEON
106723	11089	NEWARK AUTO SERVICE	01/08/16	107.10	VEHICLE SMOGS
106724	2027	PACHECO BROTHERS GARDENING, INC.	01/08/16	5,000.00	INFIELD LIP REPAIR AT SPORTSFIELD AND BI
106725	349	PACIFIC GAS & ELECTRIC	01/08/16	18,852.38	FY15-16 STREET/TRAFFIC LIGHT ENERGY COST
106726	10932	PETERSEN	01/08/16	123.71	FY15-16 TRUCK AND HEAVY EQUIPMENT REPAIR
106727	11346	PHAN'S SMOG STATION	01/08/16	640.00	VEHICLE SMOGS
106728	10683	PITNEY BOWES GLOBAL FINANCIAL SRVCS	01/08/16	1,741.05	POSTAGE SUPPLIES
106729	11234	RAY MORGAN COMPANY	01/08/16	2,827.52	COPIER LEASE AGREEMENT FY15/16
106730	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	01/08/16	126.00	ANNUAL PO FOR LEGAL ADVICE
106731	6303	JUDITH A ROBBINS CONSULTING MUNICIPAL AT	01/08/16	330.00	LEGAL CONSULTING AND LITIGATION
106732	9547	ROSAS BROTHERS CONSTRUCTION	01/08/16	305,218.47	CIP PROJECT 1095 (2015 CURB, GUTTER, AND
106733	11074	RUTAN & TUCKER LLP	01/08/16	936.00	LITIGATION SERVICES
106734	112	WILLE ELECTRICAL SUPPLY CO INC	01/08/16	531.08	ELECTRICAL PARTS
106735	11098	SILVER & WRIGHT LLP	01/08/16	1,003.32	RECEIVERSHIP AND LITIGATION SERVICES
106736	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	01/08/16	1,181.52	COMMUNITY CENTER CHAMBER PREP
106737	5962	STATE BAR OF CALIFORNIA	01/08/16	380.00	MEMBERSHIP FEE
106738	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	01/08/16	440.00	PAYROLL DEDUCTION - GARNISHMENT
106739	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	01/08/16	150.00	PAYROLL DEDUCTION - GARNISHMENT
106740	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	01/08/16	475.66	PAYROLL DEDUCTION - GARNISHMENT
106741	3846	SUN BADGE COMPANY	01/08/16	93.13	DEPT AWARDS
106742	7517	U S FOODS INC SAN FRANCISCO	01/08/16	519.44	CAFE PURCHASES
106743	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	01/08/16	312.04	PAYROLL PREMIUMS E0246926
106744	10968	UTILITY TELEPHONE	01/08/16	24,108.50	ANNUAL TELECOM FY2015-16
106745	5623	VERIZON WIRELESS	01/08/16	702.10	ANNUAL CELLULAR EQUIPMENT AND SERVICE FY
106746	5050	WEST COAST ARBORISTS INC	01/08/16	22,690.75	FY15-16 TREE WORK
Total				509,125.32	

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Final Disbursement List. Check Date 01/15/16, Due Date 01/25/16, Discount Date 01/25/16. Computer Checks.

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106747	10658	4LEAF INC	01/15/16	3,823.44	BLDG INSPECTION SERVICES
106748	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	01/15/16	100.00	PATROL NON-POST TRAINING
106749	1078	AMERICAN STAGE TOURS ATTN CHARTER SALES	01/15/16	3,068.00	BAY AREA CABARET
106750	348	AT&T	01/15/16	175.50	ANNUAL TELECOM FY2015-16
106751	147	AT&T MOBILITY	01/15/16	1,978.51	CELL SVC FOR MDT'S
106752	180	BRUCE BARTON PUMP SERVICE INC	01/15/16	240.13	CHECK LEAKING PRESSURE TANK.
106753	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	01/15/16	965.83	MISC BATTERIES
106754	4534	BAY AREA BARRICADE SERVICE INC	01/15/16	1,582.17	FY15-16 STEEL POSTS AND SIGNS
106755	9680	BAY CENTRAL PRINTING	01/15/16	210.68	BUSINESS CARDS
106756	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	01/15/16	96.00	SPORTS OFFICIATING 12/15
106757	3046	BEELINE GLASS CO INC	01/15/16	561.01	AUTO GLASS REPAIR
106758	7275	PETER BEIREIS	01/15/16	225.06	EXPENSE REIMBURSEMENT
106759	9888	BUREAU VERITAS NORTH AMERICA INC	01/15/16	14,301.78	BLDG PLAN REVIEW
106760	11011	CHANDLER GARAGE DOOR	01/15/16	3,250.00	FURNISHED/INSTALLED TROLLEY DOOR
106761	6304	CLASSIC GRAPHICS T & J LEWIS INC	01/15/16	6,384.35	REPAIRS TO #1031
106762	10060	COMCAST	01/15/16	193.06	CABLE TV
106763	1109	CAPITAL ONE COMMERCIAL	01/15/16	684.07	SUPPLIES
106764	242	CROP PRODUCTION SERVICES	01/15/16	223.46	FY15-16 PESTICIDES APPLYING \$70.00 CREDI
106765	11032	CUBE SOLUTIONS	01/15/16	1,088.66	ERGONOMIC EQUIPMENT REPLACEMENT
106766	10649	JAMES MUEHLING	01/15/16	2,000.00	PERFORMANCE BOND RTN EP# 2014-483
106767	10649	NICHOLAS DRISCOLL	01/15/16	1,000.00	PERFORMANCE BOND RTN EP# 2014-462
106768	10649	HAI LING HUANG AND HOMER YAU	01/15/16	1,000.00	PERFORMANCE BOND RTN EP# 2014-488
106769	10649	OATES ROOFING	01/15/16	310.24	PERMIT#ROOF2015-0085 REFUND
106770	10793	HEIDI CATALAN	01/15/16	300.00	RENTAL DEPOSIT REFUND
106771	10793	AMANDA SOSA	01/15/16	100.00	RENTAL DEPOSIT RETURN
106772	10793	ROSE SAHI	01/15/16	502.00	CLASS RBFUND
106773	10793	LE PHAM	01/15/16	300.00	RENTAL DEPOSIT REFUND
106774	10677	DAILY JOURNAL CORP CALIFORNIA NEWSPAPER	01/15/16	120.00	PH NOTICES
106775	41	DALE HARDWARE	01/15/16	316.40	FY15-16 MISC SUPPLIES
106776	5039	DMV RENEWAL	01/15/16	10.00	PTI NOTICE
106777	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	01/15/16	420.00	RECREATION CONTRACT
106778	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	01/15/16	644.66	VISION PREMIUM
106779	10642	FASTENAL COMPANY	01/15/16	36.71	PARTS
106780	11314	FH DAILEY CHEVROLET	01/15/16	4,865.55	REBUILD ENGINE FOR #24
106781	153	FOLGERGRAPHICS, INC	01/15/16	1,717.00	PUBLISH CITY NEWSLETTER
106782	1120	FORENSIC ANALYTICAL SCIENCES, INC	01/15/16	357.00	LAB TESTS
106783	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	01/15/16	4,381.40	SHELTER OPERATING EXPS
106784	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	01/15/16	154.62	FY15-16 FORD PARTS
106785	5767	FREMONT PARK GOLF COURSE	01/15/16	193.70	RECREATION CONTRACT
106786	550	FREMONT RUBBER STAMP CO INC	01/15/16	23.00	STAMPERS
106787	10983	G BORTOLOTO & CO INC	01/15/16	23,850.22	PROJECT 1093, 2015 AC STREET OVERLAY PRO
106788	3638	MARK GOTHARD	01/15/16	3,550.95	RECREATION CONTRACT
106789	3228	GRAINGER	01/15/16	154.72	MOTOR
106790	167	HARRIS COMPUTER SYSTEMS	01/15/16	3,078.36	SELECT FINANCE SYSTEM MAINTENANCE FY2015
106791	9246	DAVID HIGBEE	01/15/16	136.72	EXPENSE REIMBURSEMENT - POST
106792	187	INDUSTRIAL SAFETY SUPPLY	01/15/16	375.62	FY15-16 SAFETY GEAR
106793	73	THE ED JONES CO INC	01/15/16	1,336.95	BADGES & INSIGNIA
106794	10486	SHAKATI KHALSA	01/15/16	128.00	RECREATION CONTRACT
106795	190	LC ACTION POLICE SUPPLY LTD	01/15/16	2,299.50	HOLSTER/LIGHT REPL; APPROVAL #2016-16
106796	1163	LEAGUE OF CALIFORNIA CITIES	01/15/16	15,146.56	MEMBERSHIP DUES
106797	7189	LINCOLN EQUIPMENT INC	01/15/16	166.99	POOL CHEMICALS AND EQUIPMENT

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106798	11246	LOOMIS ARMORED	01/15/16	588.50	ARMORED CAR SERVICE
106799	11309	MANUEL FERNANDEZ CONSTRUCTION	01/15/16	4,807.93	CARPET CLEANING AT SILLIMAN
106800	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	01/15/16	19,392.80	FY15-16 JANITORIAL SERVICES
106801	10886	MUNISERVICES, LLC ATTN: BILLING DEPT.	01/15/16	2,695.29	HOTEL TAX AUDIT
106802	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	01/15/16	1,046.31	FY15-16 AUTOMOTIVE SUPPLIES
106803	10865	NEW IMAGE LANDSCAPE	01/15/16	350.00	PROJECT 1007C LANDSCAPE MAINTENANCE
106804	6135	OSBORNE LUMBER COMPANY INC	01/15/16	38.16	WOOD
106805	349	PACIFIC GAS & ELECTRIC	01/15/16	1,102.45	CIP PROJECT 975, TRAFFIC SIGNALS
106806	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	01/15/16	529.00	FY15-16 PEST MANAGEMENT
106807	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	01/15/16	715.68	PETTY CASH REPLENISHMENT-PD
106808	11346	PHAN'S SMOG STATION	01/15/16	440.00	VEHICLE SMOG CHECK
106809	7816	PRECISION CONCRETE CUTTING	01/15/16	3,186.56	CITYWIDE CONCRETE REPAIR
106810	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	01/15/16	184.05	PLOTTER PAPER ROLLS
106811	3108	PSTC	01/15/16	110.00	RECORDS POST TRAINING
106812	4176	MICHAEL QUEBEC	01/15/16	633.00	RECREATION CONTRACT
106813	11074	RUTAN & TUCKER LLP	01/15/16	26,338.36	LITIGATION SERVICES
106814	5456	AMERICAN RIVER COLLEGE C/O SRPSTC	01/15/16	87.00	PATROL POST TRAINING
106815	11347	CITY & COUNTY OF SAN FRANCISCO (CCSF) TR	01/15/16	550.00	PATROL NON-POST TRAINING
106816	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	01/15/16	2,947.13	FY15-16 HETCH HETCHY RENT
106817	9381	SCHINDLER ELEVATOR CORPORATION	01/15/16	1,309.44	FY15-16 FIRE STATION ELEVATOR REPAIR/MAI
106818	11167	SESAC	01/15/16	755.00	ANNUAL LICENSE FEE
106819	11277	SHRED-IT USA	01/15/16	97.95	MEDIA DESTRUCTION
106820	377	SIMON & COMPANY INC	01/15/16	1,918.89	LEGISLATIVE SERVICES
106821	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	01/15/16	2,871.05	UB ELECTRICAL IN GYM
106822	11297	SOFT RESOURCES LLC	01/15/16	8,000.00	FINANCE SOFTWARE EVALUATION
106823	220	SONITROL	01/15/16	178.00	FY15-16 MONITORING
106824	40	STAPLES ADVANTAGE DEPT LA	01/15/16	2,733.94	OFFICE SUPPLIES
106825	10804	STEVENS CREEK CJD	01/15/16	1,171.45	DODGE CHARGER BRAKE REPAIR
106826	676	SUMMIT UNIFORMS CORP	01/15/16	3,672.44	UB RECORDS UNIFORMS
106827	1765	TEMPERATURE TECHNOLOGY INC	01/15/16	2,524.32	REPAIRS AT LIBRARY
106828	146	THYSSENKRUPP ELEVATOR CORPORATION	01/15/16	3,553.07	ELEVATOR MAINTENANCE
106829	5246	TURF STAR INC	01/15/16	99.12	MISC VEHICLE PARTS
106830	10944	UNIFORMS 2U, INC.	01/15/16	62.40	OFRC UNIFORM DAMAGE
106831	3446	UNIVERSAL SPECIALTIES INC	01/15/16	142.18	PLUMBING SUPPLIES
106832	853	VALLEY OIL COMPANY DEPT# 35101	01/15/16	8,938.31	DIESEL FUEL
106833	10998	GARY M SHELDON VBS SERVICES	01/15/16	450.00	BLOOD WITHDRAWAL SVC
106834	5623	VERIZON WIRELESS	01/15/16	93.62	GPS TRACKER/IPHONE SVC
106835	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	01/15/16	100.00	LAB TESTS
106836	5732	WATERPROOFING ASSOCIATES	01/15/16	2,880.00	ROOFING REPAIRS
106837	10822	WEE HOOP INC C/O DINAH SHAH	01/15/16	252.00	RECREATION CONTRACT
106838	142	WESTERN STATES OIL CO	01/15/16	1,238.11	OLI FOR EQUIPMENT SHOP
Total				216,912.09	